City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Meeting Agenda

***Meeting to Follow the 5:30 PM CRA* *Request to Table Items 11A &11B ***
Addition of Item 7L

Monday, June 23, 2025

6:00 PM

Council Chambers, City Hall

City Council

Shannon M. Martin, Mayor

Jolien Caraballo, Vice Mayor, District IV
Stephanie Morgan, Councilwoman, District I
Dave Pickett, Councilman, District II
Anthony Bonna,Sr., Councilman, District III

Please visit www.cityofpsl.com/tv for new public comment options.

1. Meeting Called to Order

2. Roll Call

3. Invocation & Pledge of Allegiance

4. Proclamations and Special Presentations

4.a Announcement of Enrique Rosario as the Winner of the Boys & Girls Clubs of St. Lucie County 2025 Youth of the Year. **2025-432**

5. Public to be Heard

6. Additions or Deletions to Agenda and Approval of Agenda

7. Approval of Consent Agenda

7.a Approval of the May 7, 2025 Strategic Planning Session (Day 1), May 8, 2025 Strategic Planning Session (Day 2), and May 27, 2025 Regular City Council Meeting Minutes **2025-602**

7.b Approval to Participate in the Sourcewell Cooperative Contract #RFP-121024 for Facility Security Systems. **2025-434**

7.c Approve a Partnership Agreement for Small Business Owner Mentorship between the City of Port St. Lucie and Florida Institute of Technology's weVENTURE Women's Business Center Program. **2025-492**

7.d Award Contract #20250085 for the Drainage Improvements at the Saints Golf Course. **2025-522**

7.e Approve 2025 Keep America Beautiful Cigarette Litter Prevention & Recycling Grant Agreement for $5,000 **2025-593**

7.f Approve Amendment #4 to Contract #20160120 for the Supply of Zinc-Orthophosphate for the Water Treatment Facilities with Amaya Solutions, Inc. f/k/a American Water Chemicals, Inc. d/b/a American Water Chemicals **2025-482**

7.g	Approve Sole Source Contract #20250112 Water Treatment Equipment & Controls for Utilities with Water Treatment & Controls Technology, Inc.	2025-589
7.h	Award Contract #20250062 for the Replacement & Automation of Four (4) Water Control Structures.	2025-583
7.i	Approve Amendment #2 to Contract #20240173 for the Construction of Whitmore Baffle Box.	2025-566
7.j	Approve a Grant Agreement between the City of Port St. Lucie and the Trust for Public Land for the Purpose of Supporting Resident Engagement in Neighborhood Green Space	2025-585
7.k	Approve Contract 20250012 for Sole Source - All Wheel Adaptive BMX Racetrack-Tradition Regional Park.	2025-588
7.l	Approve the Retention of Legal Counsel for ACR Litigation	2025-605

8. Second Reading of Ordinances

8.a	Ordinance 25-35, Authorizing the Conveyance of a Drainage Easement in Favor of LTC Ranch West Residential Community Development District	2025-493

9. Other Public Hearings

9.a	Public Hearing, Approve the City of Port St. Lucie's Community Development Block Grant (CDBG) Draft Annual Action Plan (AAP) for the Program Year 2025-26.	2025-433

10. First Reading of Ordinances, Public Hearing

10.a	Ordinance 25-36, Public Hearing, Authorizing the Conveyance of an Easement to Florida Power and Light Company for City Owned Property (Police Training Facility) Located at 184 SW Thanksgiving Ave.	2025-559

10.b Ordinance 25-37, Public Hearing, an Ordinance Amending Title XV, Land Usage, Chapter 155, Sign Code, to Provide Clarifications on Sign Code Regulations and Exemptions and Allow for an Additional Freestanding Sign for Larger Developments. **2025-565**

10.c Ordinance 25-38, Quasi-Judicial, Public Hearing, an Ordinance Approving the 4th Amendment of the Planned Unit Development Document for Gatlin Plaza, Located South of SW Gatlin Boulevard and East of I-95 (P23-159). **2025-609**

11. Resolutions

11.a Resolution 25-R12, Quasi-Judicial, Public Hearing, a Resolution, Amending and Restating the Development Order for the Tradition Development of Regional Impact and Constituting this Resolution as a Development Order by the City of Port St. Lucie in Compliance with Law (P22-093). **2025-387**

11.b Resolution 25-R30, Quasi-Judicial, Public Hearing, a Resolution Granting a Special Exception Use to Allow a K-8 Private School in the Commercial General (CG) Zoning District Per Section 158.124(C)(8) of the Code of Ordinances for a Project Known as Dalton Learning Academy (P25-041); Providing for Conflicts; Providing for Severability; and Providing an Effective Date. **2025-552**

11.c Resolution 25-R35, a Resolution of the City Council of the City of Port St. Lucie Approving an Economic Development Impact Fee Mitigation Agreement for Four Port St. Lucie, LLC, a Delaware Limited Liability Company, and Authorizing the City Manager or His Designee to Execute an Impact Fee Mitigation Agreement by and Among the City of Port St. Lucie and Four Port St. Lucie, LLC; Providing for Severability; and Providing an Effective Date. **2025-232**

12. Unfinished Business

13. New Business

13.a Approval of the Conceptual Design for the NW Bayshore Boulevard Corridor Improvements Project from Prima Vista Blvd to NW Selvitz Rd as Identified in the Mobility Plan **2025-591**

14. City Manager's Report

15. Councilmembers Report on Committee Assignments

16. Public to be Heard - (if necessary as determined by City Council at conclusion of public to be heard)

17. Adjourn

Notice: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, if a person decides to appeal any decision made by the City Council, board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

Notice: Public and Press are invited to review all the backup for Council Meetings. Copies are available in the City Clerk's Office on Wednesday, Thursday, Friday, and Monday before Council Meetings. On Meeting nights, a copy of backup material is available in the reception area of City Hall for public review. Please leave the agenda and backup material in good order for others to review.

Notice: Anyone wishing to speak during Public to be Heard is asked to fill out a yellow Participation Card and submit it to the City Clerk. Anyone wishing to speak on any Agenda Item is asked to fill out a green Participation Card and submit it to the City Clerk. Participation Cards are available on the side table in Council Chambers, at the reception desk in City Hall lobby, and in the City Clerk's Office.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's Office at 772-871-5157.

As a courtesy to the people recording the meeting, please turn all cell phones to silent or off. Thank you.

Agenda Summary

2025-432

Agenda Date: 6/23/2025 **Agenda Item No.:** 4.a

Placement: Proclamations and Special presentations

Action Requested: Discussion.

Announcement of Enrique Rosario as the Winner of the Boys & Girls Clubs of St. Lucie County 2025 Youth of the Year.

Submitted By: Jasmin Padova, Executive Assistant

Strategic Plan Link: The City's Mission to be responsive to our community.

Executive Summary (General Business): Boys & Girls Clubs of St. Lucie County is thrilled to announce the 2025 winner of the Boys and Girls Clubs of St. Lucie County Youth of the Year, Ken Pruitt Club member, Enrique Rosario. Becoming National Youth of the Year is an exciting and inspiring journey. Each year, thousands of Club teens participate in local, state and regional Youth of the Year events. Six teens, including five regional winners and a national military youth winner, advance to the National Youth of the Year Celebration, where one outstanding young person is named Boys & Girls Clubs of America's national teen spokesperson. The National Youth of the Year is a role model, leader and advocate for the millions of youths served by Boys & Girls Clubs each year, and all of America's young people.

Presentation Information: Will Armstead, Boys and Girls Club, Chief Executive Officer will provide a brief presentation.

Staff Recommendation: Request that the Council hear the presentation.

Background: Enrique Rosario, a dedicated member of the Ken Pruitt Club for the past three years, emerged victorious at the prestigious 2025 Youth of the Year Celebration <https://bgcofslc.org/programs/youth-of-the-year/> held on January 24th at Treasure Coast Lexus <https://www.treasurecoastlexus.com/>. This annual event not only honors the remarkable achievements of exceptional young individuals but also serves as a platform to recognize their leadership, service, and academic excellence.

Enrique's winning speech resonated deeply with the audience as he shared his personal journey as an immigrant from the Dominican Republic. His eloquence and passion highlighted the challenges he faced and underscored his determination to support other teens facing similar circumstances. As a Port St. Lucie High School 11th grade student, Enrique's maturity and vision have already set him apart as a leader for his peers.

The Youth of the Year program is more than just a competition; it is a premier, national leadership program that empowers young people to reach their full potential and make a positive impact in their communities. For Boys & Girls Clubs of St. Lucie County, this program has been instrumental in fostering the growth and development of future leaders.

Meet Enrique Rosario: 2025 Youth of the Year

Enrique Rosario, a proud member of the Ken Pruitt Club for the past three years, was recently named the 2025 Youth of the Year during our annual celebration, held on January 23rd at the Westside Club. This signature event honors the character, leadership, and academic achievements of remarkable teens from across our Clubs.

This year, six outstanding finalists competed for the title. Enrique stood out for his passionate advocacy, deep sense of purpose, and unwavering dedication to his community-particularly immigrant youth. In a moving speech, he shared his personal journey of immigrating from the Dominican Republic, highlighting the obstacles he has overcome and his commitment to lifting up others facing similar experiences.

Enrique has taken his advocacy even further by launching and leading a Spanish program for younger members at his Club, helping them build language skills and cultural pride. His initiative has not only empowered other youth but also created meaningful connections across age groups and backgrounds.

Now a junior at Port St. Lucie High School, Enrique's maturity and leadership continue to set him apart. He exemplifies the very spirit of the Youth of the Year program - a national Boys & Girls Club initiative designed to elevate and celebrate young leaders who are making a lasting impact.
Through programs like Youth of the Year, Boys & Girls Clubs of St. Lucie County remains committed to nurturing the next generation of changemakers. Enrique's story is a powerful reminder of the potential within our youth and the difference they're already making in our community.

Moreover, the impact of the Youth of the Year program extends beyond competitions and accolades. Enrique, along with the other candidates, will continue their commitment to service by participating in a mission trip to Guatemala, as the program's newest tradition.

As Enrique Rosario and his fellow candidates embark on their respective journeys, Boys & Girls Clubs of St. Lucie County reaffirm their commitment to nurturing the next generation of leaders. Through programs like Youth of the Year, they empower young people to realize their potential and create Great Futures for themselves and their community.

<https://bgcofslc.org/programs/youth-of-the-year/>

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: Picture announcement of winner.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:
N/A

Congratulations!
2025 St. Lucie County
Youth of the Year
ENRIQUE
KEN PRUITT CLUB
YOUTH
OF THE
YEAR
LEAD · SUCCEED · INSPIRE

City of Port St. Lucie

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Agenda Summary

2025-602

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.a

Placement: Consent Agenda

Action Requested: Motion / Vote

Approval of the May 7, 2025 Strategic Planning Session (Day 1), May 8, 2025 Strategic Planning Session (Day 2), and May 27, 2025 Regular City Council Meeting Minutes

Submitted By: Sally Walsh, City Clerk

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): N/A

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the meeting minutes.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the meeting minutes.
2. Move that the Council not approve, provide staff with direction.

Background: N/A

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments: May 7, 2025 Strategic Planning Session Meeting Minutes, May 8, 2025 Strategic Planning Session Meeting Minutes, May 27, 2025 Regular City Council Meeting Minutes

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:
N/A

City of Port St. Lucie

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Strategic Planning Session

Meeting Minutes - Draft

Shannon M. Martin, Mayor

Jolien Caraballo, Vice Mayor, District IV
Stephanie Morgan, Councilwoman, District I
Dave Pickett, Councilman, District II
Anthony Bonna, Sr., Councilman, District III

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Wednesday, May 7, 2025 **8:00 AM** **The Promenade on the River 2240 SE Veteran's Memorial Pkwy, Port St. Lucie, FL 34952**

1. Meeting Called to Order

   A Special Meeting of the CITY COUNCIL/CITY STAFF of the City of Port St. Lucie was called to order by Mayor Martin on May 7, 2025, 8:53 a.m., at The Promenade on the River 2240 SE Veteran's Memorial Pkwy, Port St. Lucie, FL 34952.

2. Roll Call

   Councilmembers Present:
   Mayor Shannon M. Martin
   Vice Mayor Jolien Caraballo
   Councilwoman Stephanie Morgan
   Councilman David Pickett
   Councilman Anthony Bonna

3. Pledge of Allegiance

   Mayor Martin led the assembly in the Pledge of Allegiance.

4. Public to be Heard

   Diane Goldberg spoke regarding the fertilizer ban and urged the City to inform the residents as soon as possible.

5. New Business

   5.a Hold the 2025 Strategic Plan Workshop **2025-403**

   Kate Parmelee, Deputy City Manager, introduced Alexis Baum and Tim

Fife from Transformed Learning Collective. The City Council and staff completed a warm-up exercise that was called “Rose, Thorns, Buds” where they each discussed items that were beneficial, effective & productive, professionally & personally.

A break was called at 10:27 a.m., and the meeting resumed at 10:50 a.m.

Deputy City Manager Parmelee stated that the staff compiled data from the Citizen Summit and the NCS Survey. The City Council and staff then compared all the citizen driven data, goal by goal, to refine the goals and projects within the Strategic Plan.

A break was called at 12:00 p.m., and the meeting resumed at 1:30 p.m.

The groups explained their selections on their own redefined project dashboards and they tried to align their dashboards to create one shared view. The group, as a whole, felt that Goal 1 should remain Safe, Clean and Beautiful, as it was ongoing and was extremely important to the residents. The group discussed the effects of terminology and certain language being used while communicating with residents because there may be different viewpoints or they may have difficulty understanding the terms, an example was “affordable housing”. Councilman Pickett added that most of the demographics of survey takers did not want nor care about affordable housing as they were 55+ and owned their homes, so demographics had to be kept in consideration when surveying the community. Mayor Martin stated that staff had to be more proactive at doing things differently when communicating with the community. She urged staff to present the beginning, middle and end of stories to increase public knowledge of projects and to allow the City to narrate the story; the group discussed changing project groundbreakings. Carmen Capezzuto, Neighborhood Services Director, suggested that they use the Historical Museums to dedicate current and future happenings within the City with a corresponding website- history in the making. Mayor Martin said that the City needed to go to the Community instead of having the Community come to City Hall; it would accomplish the task and show that the City cared. The City Manager stated that the way the City was hosting celebrations might not be working for the residents at this time and he suggested creating a policy on celebrations to reinvent community engagement. Vice Mayor Caraballo stated that an option could be hiring employees for community engagement on the weekends or at night to be available to the residents.

Ms. Baum asked staff, table by table, to recreate the story or narrative & clarify Goals 1-3. At this time, the groups conducted an exercise,

“divergence, convergence”, and explained which projects they wanted to stop, continue, modify, or which new projects they wanted to start. Under Goal 1, the group decided to remove the Police Facility project as it was underway and collapse the beautification projects into one simple project of attractive and clean streets. The group discussed whether safety should be its own goal, to which Mayor Martin and Councilman Bonna added that safe, clean & beautiful were almost the brand of the City. Mayor Martin stated that having enough clean water was a goal under safety.

Leo Niemczyk, Police Chief, added that litter and low-level crime worked conjointly.

Colt Schwerdt, Public Works Director, added that if canals or drainage failed it would affect the roads, therefore stormwater and drainage could be included under safety.

Ella Gilbert, Risk Management Director, emphasized that ongoing maintenance could help reduce litigation, which she considered an important aspect of safety. She gave examples of common litigation issues such as a fatal car accident being blamed on street light outages or water intrusion cleanups or sidewalk hazards. She noted that the City needed to clearly define what safety means.

Vice Mayor Caraballo stated that the Strategic Plan would evolve even though there were continuous goals, she questioned whether “audacious goals” and “continuous goals” should be separated. Ms. Parmelee added that the Strategic Plan guided the budget and some projects had to be in the plan because of grants; she emphasized that the plan needed clarity and priorities of projects. Mayor Martin stated that the City Council should have a defined number of projects under each goal which they could explain to the public. Councilman Bonna stated that marketing and language were important but the plan itself was not communicated well to the public. Ms. Parmelee stated that re-communicating the plan to the public may be its own project. Ms. Baum stated that the message should be simple: tell the story of Goal 1—what we’re doing, why we’re doing it, and outline the top priorities followed by the secondary ones. Mayor Martin stated that departments were expected to send information to the Communications team so it could be shared with the public in clear, simple terms. However, the process was hindered by too many people making changes to the language along the way. Vice Mayor Caraballo suggested that the City Council/staff pick top three projects under each goal to discuss with the public. The City Council and staff discussed the use of a one-page document to simply the Strategic Plan. Mr. Fife stated that there was a difference between projects and tasks, tasks were ongoing and

projects were accomplished. Councilman Bonna suggested using clear and simple hierarchy of goal, subgoal and initiative (two or three projects). He added that the residents had to believe and understand that the plan would impact their lives, therefore it had to be stated in language that the residents could read. Councilwoman Morgan emphasized that more was less, the plan had to be prioritized and focused. Deputy City Manager Parmelee stated that staff needed clarity on the new projects.

At this time, the City Council identified their go/stop projects to help refine the plan, and the Department Heads submitted their priority projects along with the planned year for comparison with the Capital Improvement Plan (CIP).

6. Adjourn

There being no further discussion, the meeting adjourned at 5:25 p.m.

_____
Calleigh Nazario, City Clerk Administrator

_____
Shanna Donleavy, Deputy City Clerk

City of Port St. Lucie

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Strategic Planning Session

Meeting Minutes - Draft

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Thursday, May 8, 2025 **8:00 AM** **The Promenade on the River 2240 SE Veteran's Memorial Pkwy, Port St. Lucie, FL 34952**

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1. Meeting Called to Order

   The Strategic Planning Session (Day 2) of the City Council of the City of Port St. Lucie was called to order by Mayor Martin on May 8, 2024, at 9:04 AM, at the Promenade on the River, 2240 SE Veterans Memorial Parkway, Port St. Lucie, Florida.

2. Roll Call

   Council members present:
   Mayor Shannon Martin
   Vice Mayor Jolien Caraballo (left early at approximately 3:42 PM)
   Councilwoman Stephanie Morgan
   Councilman Dave Pickett
   Councilman Anthony Bonna

   Other's Present:
   Alexis Baum, Transformed Learning Collective, Facilitator
   Tim Fife, Transformed Learning Collective, Facilitator
   Various Directors and staff members of the different City departments.

3. Pledge of Allegiance

   The Pledge of Allegiance was recited during Day 1 of the Strategic Planning Session.

4. Public to be Heard

   Diane Goldberg discussed Living Shorelines and requested that the City Council

change the Ordinance requiring new homes to plant 6 trees instead of 4 trees. She asked that the City Council review Ordinance 154.05, which states that landscapes should be kept free from exotic vegetation.

5. New Business

5.a Hold the 2025 Strategic Plan Workshop **2025-454**

Alexis Baum and Tim Fife, Transformed Learning Collective, facilitated Day 2 of the City Council's Strategic Planning.

Kate Parmelee, Deputy City Manager, discussed the importance of Strategic Planning.

Ms. Baum switched up the participants at each table.

A breakout session started at 9:30 AM. The breakout session finished at 9:40 AM.

Ms. Baum discussed the reason behind the breakout session.

Deputy City Manager Parmelee asked for clarification regarding the completion versus the budgeting of certain projects. She asked the City Council how they would like to finalize each project.

Vice Mayor Caraballo stated that Strategic Planning was based upon the Budget and Capital Improvement Projects. She stated that if it were completed by the adoption of the budget and in the budget year, then it should be removed.

Deputy City Manager Parmelee confirmed that it had been the methodology used.

Vice Mayor Caraballo advised that the index cards should include when the project will be completed so that the Council knows if it should stay in the plan or not.

Councilman Bonna shared that he felt that until the project is complete, it should stay in the plan. He stated that they would say it is a priority project.

Deputy City Manager Parmelee asked if that was the consensus for the remaining Council Members.

Mayor Martin agreed with Councilman Bonna.

Deputy City Manager Parmelee advised that they needed additional

directions from the City Council regarding the following themes: 1. Helping Seniors, 2. Workforce Housing, 3. Neighborhood Engagement.

Councilwoman Morgan stated that during their breakout session, they felt as though helping seniors should be something that the City redirects.

Mayor Martin advised that, based on the economist's presentation at the Winter Workshop, the City's growth in the senior population would increase. She stated the City helps with youth engagement, such as kids' camp and the Youth Council. Mayor Martin expressed the need to partner with someone to address that need. She stated that the Council on Aging provided some insight into what they were about. Mayor Martin stated she would like to address the need to assist Seniors, as not all Seniors live in 55+ Communities and are offered amenities.

Deputy City Manager Parmelee advised the need to clarify what the goal of the City is.
She asked if the City Council would like to further discuss Neighborhood Engagement.

Mayor Martin asked what that entailed, to which Deputy City Manager Parmelee advised these events would be like Love Your Block, City University, and any community meeting.

Mayor Martin stated Love Your Block was incomplete and was recently awarded the mini-grant, and now it would be up to the Community Members to follow through with the funds received to make the projects happen. She stated she needed to see the success stories for the project before expanding it.

Councilman Bonna indicated he did not think the City Council needed to discuss anything further on Community Engagement at Strategic Planning, but in the future.

Vice Mayor Caraballo stated she would like to know when the Community Engagement discussion will occur, as many of the Community Engagement sessions seemed to be "lying flat" with many residents. She asked if there was an individual or individuals that are assigned to Community Engagement, she stated she would like to know if they are working 9-5 or if they were scheduled to work into the evenings and weekends. Vice Mayor Caraballo inquired if there was the potential to pivot the City's Strategy to make the best plan.

Deputy City Manager Parmelee stated it sounded like Vice Mayor

Caraballo was requesting a Staff Presentation to have the next Community Engagement update and answer all the questions as it relates to Community Engagement. Deputy City Manager Parmelee advised that it would be challenging to provide that information today in real-time. She stated it could be added to a Staff Workshop.

Mayor Martin questioned if the comments made by the City Council were in direct correlation with what was discovered through the Community Survey. She stated that if that was the case, then the City Council should discuss that at today's workshop. Mayor Martin asked if the City Council was discussing the need to add more Community Engagement based on the survey results. She expressed the need to discuss the future of the Survey. Mayor Martin stated she was not comfortable basing the City's future only off the 250 residents surveyed in the scientific survey.

The Council Members agreed to reevaluate the City Survey.

Deputy City Manager Parmelee stated that the survey results should be one data point, along with the results from the Citizen Summit and other data gathered by the City annually.

Councilman Pickett stated that any survey result is a sample size of 247 residents, and 72% were residents 55 or older. He stated that there was a demographic not being captured by the survey, like those 20-30 years old. Councilman Pickett stated that the 20–30-year-olds seemed to get left out of the City's plans. He added that he did not think the City was meeting that demographic's needs. Councilman Pickett advised the need to include the 20–40-year-old demographic with Community Engagement.

Councilman Bonna stated that while 248 survey answers were not a lot, it was still a data point, and the margin of error was plus or minus 6 points which was consistent with other surveys that are used nationally.

Vice Mayor Caraballo stated that the survey was very important and noted that the information provided was usually an indicator of whether it was above or at the current benchmark level. She inquired if the Nation was answering these questions about 10 points lower than they did the previous years, and that would indicate if it was a sentiment of frustration and aggravation.

Councilwoman Morgan advised that she agreed with Mayor Martin. She explained that utilizing 248 survey responses to shape the City with a population of over 250,000 did not make sense.

Mayor Martin stated that the survey results were important, but it was not everything to base their decisions on.

Deputy City Manager Parmelee explained that the survey results were weighted based on the US Census data, and it is tied to the census demographics, but noted that most of the survey participation comes from a more diverse pool of 55 or older and added the City was not attaining the diverse pool from the younger generations.

Vice Mayor Caraballo expressed the need to look at qualifiers to review data points. She stated she would like the City Council's consensus to know what data points will be considered in the data discussion.

Deputy City Manager Parmelee indicated that the City has utilized the National Research Center, POLCO, for a long time, but added it was not the only survey the City could use. She explained there were other avenues for surveys, such as the ETC Institute. Deputy City Manager Parmelee advised that this was a matter of policy decision. She added that Staff could bring a future item for discussion on providers and how the City administers its surveys.

Councilman Pickett stated the need to reevaluate the various avenues of how the survey is conducted. He explained many younger residents may not find it worth their time to complete the survey by mail.

Councilman Bonna inquired if they could make the survey as short as the City Council would like, to which Deputy City Manager Parmelee responded in the affirmative. He stated that the City Council already knows of approximately 12-36 issues within the City. Councilman Bonna noted that the need to come up with 24-36 or 50 questions would be half the size of what the City currently has. He explained that there is value in benchmarking but expressed the need to cut at least half. Mayor Martin agreed with Councilman Bonna’s comments. It was the consensus of the City Council to shorten the survey questions.

Vice Mayor Caraballo stated she would be supportive of adding more surveyors to the survey. She stated the previous concern was a cost increase but would be supportive of the increase in costs to add more surveyors if that is the consensus of the City Council.

Councilman Pickett stated it was not about supporting the survey but expressed the need to see more responses from the survey than the 247 responses they have. He added that of a population of 250,000, a need to do better to extrapolate information is needed.

Vice Mayor Caraballo stated she did not disagree with Councilman Pickett. Vice Mayor Caraballo shared that in a previous conversation, when costs came into question after the Council further researched to increase the results, the Council opted against it. Councilman Pickett stated he did not care about the costs associated and cared more for accurate data. Vice Mayor Caraballo stated she would be supportive if the Council wished to move forward.

Councilwoman Morgan expressed frustration over the number of questions within the survey.

Deputy City Manager Parmelee advised that she would be happy to accommodate the change if that was the desire of the City Council.

Mayor Martin asked that the item be brought back with a reduction in the number of questions that contain the more important issues, and bring back the costs associated with increasing the sample size of the survey. She suggested the need to marry all three data points, this survey with the five-digit survey, and the Citizen Summit Feedback.

Deputy City Manager Parmelee shared that it was 248 survey results and the 2,513 survey results from the online version of the survey, in addition to the 1,000 from the Citizen Summit feedback and 9,531 Summit in-person responses. It was the consensus of the City Council to bring this item with the requested information for them to review.

Deputy City Manager Parmelee inquired if the City Council wished to discuss Performing Arts, it was the consensus of the City Council to not discuss Performing Arts.

Vice Mayor Caraballo stated that Mayor Martin was correct in that the survey data results were 72% for those 55 and older and the Census showed that the City had a population of 34% of 55 and older. Deputy City Manager Parmelee stated NCS weighs the demographics. Vice Mayor Caraballo pointed out that it was still 10 points higher and 10 points off. She expressed frustration and the need to speak to NCS.

Mayor Martin stated that when she does her generational demographic presentation, she presents information from ESRI (Environmental Systems Research Institute, Inc.) GIS software.

Vice Mayor Caraballo added that she was frustrated because the results play such a big factor in how the City Council decides on the City's

Strategic Plan. She advised on the need to go with a different provider, as this has been an issue in the past.

Mayor Martin agreed with Vice Mayor Caraballo and advised the need to further evaluate the survey, shorten the survey, and review other potential providers.

Deputy City Manager Parmelee and Ms. Baum introduced the discussion of Goal 6 and asked the tables to review the packet before them.

A breakout session commenced at 10:16 AM. The breakout session finished at 10:41 AM.

Ms. Baum asked the Council Members to discuss the various conversations from the breakout session.

Councilman Pickett suggested changing the name of Port St. Lucie's Southwest Park. He recommended something more specific to the geographical area of its location. Councilman Pickett stated that the City needed to get out of the concert business and suggested that the City participate in festivals rather than concerts. He explained that there was more public engagement at festivals and that there was not enough participation in the sale of concert tickets.

Councilman Bonna advised that they did not wish to remove anything from the current plan and shared that he agreed with Councilman Pickett's comments regarding the need to remove the City from the concert business if it is not self-sustainable. He suggested partnering with someone in the future.

Councilwoman Morgan agreed with Councilman Pickett's and Councilman Bonna's comments regarding the concerts. She suggested expanding on the four main events rather than adding more. Councilwoman Morgan suggested partnering with the TPO to review the Greenway Trails. She shared that the table did not agree with the results from the POLCO data presented.

Vice Mayor Caraballo stated she would like to discuss the City having a performing arts center. She advised on the need to identify a location for a center to hold up to 1,000 people and suggested an opportunity during the expansion of the City Center. Vice Mayor Caraballo recommended that special events continue but be treated as a business. She suggested the need to re-evaluate how the City runs its concerts and festivals. Vice Mayor Caraballo stated she would like to continue with the tight timeline to

complete the Port Restaurant.

Councilman Bonna suggested to possibly add an option on the survey/in-person response to include “that’s not a role of government.” He recommended that the City modify the goal from expansion of special events to making special events self-sufficient by a date certain.

Mayor Martin stated that this was why she preferred the term reimagining/reenvisioning special events and looked forward to the discussion on special events this summer.

Deputy City Manager Parmelee advised that this year’s strategic planning was more about refinement and maintenance. She suggested the need to evaluate if the timing was correct for certain projects.

Councilman Pickett requested the need to discuss and think of where the City’s future Special Events will be held as the development of City Center occurs. He stated the need to consider alternate event locations besides the MidFlorida Event Center.

Ms. Baum asked if there was something the Council wished to discuss further that was not currently on the list shown. She introduced Carlos Perez, PLA, Perez Planning & Design, LLC.

Mr. Perez presented the Parks and Recreation Master Plan. He discussed the need to obtain direction from the City Council relating to the prioritization of park projects. Mr. Perez presented the funding prioritization strategy in draft form.

Brad Keen, Parks & Recreation Director, discussed the growth of the City. He expressed the need to prioritize land acquisition for new future City parks.

Mayor Martin agreed with Director Keen as she believed the residents provided feedback that new parks were needed. She discussed various locations within the City that have potential for future park or open space conservation sites on Rosser Road and Savona Boulevard.

Councilman Bonna advised that he agreed to acquire more land for parks. He asked Mr. Perez to further the discussion and asked how much land should be acquired based on the City’s population, and what the metrics were.

Mr. Perez recommended that it be increased to 8 acres per 1,000 in

population, over 350 acres of land acquisition for parkland. He stated that currently, the City is in negotiations for 100 acres of potential land for acquisition for parks.

Director Keen asked Mr. Perez if he could provide a timeline for the land acquisition of 350 acres, to which he responded that it would be over the next 10 years.

Mayor Martin expressed the need to continue land acquisition of at least 300 acres, with the known information that the City's population will become 400,000 in the future.

City Manager Merejo indicated that the time to purchase park land was now.

Stephen Okiye, Finance Director, asked if the question posed was about park development, to which Mr. Perez advised that the survey was separate when inquiring about the acquisition of park land.

Vice Mayor Caraballo stated that residents request more green space because they do not want to see more buildout within the City. She advised that she was supportive of the City investing in land conservation. Vice Mayor Caraballo indicated that there was a need to fulfill the commitment to the new parks and agreed with the targets of land acquisition. She expressed the need to reimagine Lyngate Park. Vice Mayor Caraballo stated she felt as though the residents desired higher-quality parks.

Mayor Martin recommended that the City Council balance the needs of the residents.

Vice Mayor Caraballo indicated she would like to be responsive to the community but shared that the point of discussion was on how the City can improve Parks and Recreation. She commented that open space with just trees was not the intent of what the City Council was intending to occur with the current conversation. Vice Mayor Caraballo advised that the City should be specific on what the land use will be versus the land conservation. She stated she feared that the City would acquire land for parks, and the residents perceive that as a green space that the City will never develop, only to later disagree with the residents to turn it into a park. Vice Mayor Caraballo used Winterlakes as an example and noted the residents did not want the park, and now there were present lighting issues.

Mayor Martin noted Vice Mayor Caraballo's concern but advised that the land was currently available and the need to purchase was now. She indicated that when she bought her property, she knew that the area had a designated park space that the City owned across the street. Mayor Martin shared that many of the previously vacant lots in her neighborhood were no longer vacant based on the park coming online.

Councilman Bonna stated that the land acquisition would be dependent on the passage of the sales tax. He agreed that acquiring the land necessary to meet the target for the City's park acquisition and improvements to existing facilities should be part of the City's strategic plan. Councilman Bonna suggested the need to discuss and set policies to meet the City's goals.

Vice Mayor Caraballo stated she agreed; however, she expressed the need to be detailed in seeking funding sources. She recommended that the two items, land conservation and park development, not be mixed to avoid confusing residents.

Mr. Perez presented Phase 2 of the prioritization projects.

Director Keen provided the City Council with an update regarding the number of visitors to City parks/recreation facilities. He indicated that 5,100,006 park/recreation facility visitors were the newly updated number provided by Placer A.I., Artificial Intelligence software.

Mayor Martin asked how the City would combine the new land recently acquired for possible acquisition, to which Mr. Perez responded that they continue to negotiate that property. She inquired if there would be a future list provided with the current property, to which City Manager Merejo stated the Council would be presented two different lists, one for the Parks & Recreation Department and another for the Utility Department. He stated that the City Council would be able to reach the City's goal within the next six months, but it would require the City Council's commitment now to take advantage. City Manager Merejo questioned the City Council if they would like Staff to move forward with the purchasing of the land now, to which the City Council responded in the affirmative. It was the consensus of the City Council to move forward with the current land acquisitions.

Mr. Perez concluded his overview.

Ms. Baum recapped the remainder of the discussion points for the afternoon portion of the Strategic Planning Session.

A lunch break was called at 11:40 AM, and the meeting resumed at 12:10 PM.

Mayor Martin discussed various organizations addressing the City's aging population. She discussed other organizations, besides the Council on Aging, that could assist.

Vice Mayor Caraballo stated that she believed there was a policy in place stating that the City does not utilize General Funds to fund non-profits.

Mayor Martin stated it was an older, unwritten policy.

Vice Mayor Caraballo explained that her concern was that she had recently met with ARC and another organization regarding similar proposals. She stated that she was afraid that the policy would get lost. Vice Mayor Caraballo expressed concern that, as the City grows, there will be a lot more of these types of discussions. She recommended making the policy into a Resolution or Ordinance so that it's memorialized. Vice Mayor Caraballo stated she had concerns about the constant tug and pull for funding.

Mayor Martin stated that as the Mayor of the top 10 cities and more folks would look to the City for help and answers. She added that when ARC came to her, she viewed everything holistically and thought of how it could be tied to the City's Strategic Plan. Mayor Martin explained that there were people with disabilities who had no job training, who could potentially get job training. She stated that those people could contribute to the workforce and society. Mayor Martin stated she did not believe in the need for giving everyone funding, but she was supportive of assisting the disabled community. She explained she would love to have a conversation. Mayor Martin added the need to have a policy regarding funding non-profits. She noted that the City cannot rely on the County to do things because the County does not offer these services. Mayor Martin shared the need to do what other cities do and support their residents.

Councilman Bonna stated he did not see any inconsistency between a policy that says the City does not fund non-profits and partnering with organizations that fulfill goals in the City's Strategic Plan. He provided current examples of how the City currently partners with the Humane Society or the Boys and Girls Club. Councilman Bonna suggested partnering with an organization that the City can handle. He stated he was supportive of partnering with the ARC program.

Councilman Pickett shared that soon after he was elected, he pushed the

previous City Manager, Russ Blackburn, to fund non-profits, he was told, “we don’t do that.” He stated that he did not agree, but when approached by ARC, he asked them directly if they had spoken to City Manager Merejo. Councilman Pickett added that after ARC’s presentation, he felt strongly about being involved with the organization. He stated he was happy to hear others from the City Council felt the same. Councilman Pickett added that $160,000 was a lot of money, but in the grand scheme of things, it was not really a lot of money. He stated that the City could invest $160,000 to assist people from the community. Councilman Pickett expressed the need to discuss how the City would fund similar non-profits in the future and what the Return on Investment would be from the non-profit. He stated that the County changed the way they fund non-profits and left it up to the United Way to decide. Councilman Pickett stated he looked forward to developing a policy on how the City would fund non-profits, if that is the way the City Council wishes to engage.

Councilwoman Morgan explained she met with ARC and stated she was also unsure why they were there since the City has an unwritten policy that they do not fund non-profits. She advised that by the City allowing this, the City would be opening a can of worms. Councilwoman Morgan explained there were close to 2,700 non-profits in the City of Port St. Lucie and inquired how the City Council would pick and choose. She stated she did not wish to do that and used the County as an example. Councilwoman Morgan shared that she did not think it was the government's job to fund non-profits. She stated she understands to partner with certain non-profits but noted the need to take a step back. Councilwoman Morgan stated she did not want to be the one to pick and choose which non-profit to fund over the other.

Vice Mayor Caraballo asked that in the event the discussion continues that the City have a clear understanding of the County’s income stream over the City’s income stream. She shared that the County receives money from the State, which is responsible for other services outside of basic governmental services. Vice Mayor Caraballo stated that the County had a different level of responsibility constitutionally as well as a different pool of funding, which gives them the capability to fund some of the issues. She stated that the City is dealing with service-based only general funds. Vice Mayor Caraballo shared that she was not in favor of utilizing general funds to fund non-profit organizations.

Mayor Martin asked if the Boys and Girls Club pays for the Summer Camp held at MidFlorida, to which everyone responded in the affirmative. She stated she understood what the concerns were but noted that the City was moving into a different space. Mayor Martin suggested the need for further

discussions and suggested the need to partner with experts to handle certain services. She shared that she would have no problem justifying the use of funds to assist job training for the disabled City population.

Councilman Bonna stated the need to identify the needs of seniors with a growing population, or not. He advised that the Council should not fund non-profits and utilize taxpayer money for non-profits, but stated that what they should do is allow non-profits to come to the City Council and identify a need in the City and present their plan to address the need.

Carmen Capezutto, Neighborhood Service Director, shared that a written policy existed and that it was Resolution 84-R36. He provided a summary of the resolution.

Vice Mayor Caraballo advised that she was glad it was written. Mayor Martin shared the need to further discuss the resolution.

Councilwoman Morgan inquired what the history that prompted the City Council to come up with the resolution and requested to know the history behind the policy placement. She stated the need to learn from the City's past. Councilwoman Morgan expressed concern that there was a lot more information out there from ARC that was not being shared with the City. She shared that she would follow the resolution.

Mayor Martin asked the City Council to solve the problem at that moment. She asked if three members of the City Council supported moving forward with changing the policy with regard to how the City partners with non-profits. Mayor Martin advised that she was in support. Councilman Bonna and Councilman Pickett stated they were. Councilwoman Morgan and Vice Mayor Caraballo responded in opposition. Mayor Martin stated there were three members in agreement to discuss changing the policy and asked the City Manager Merejo to further the conversation.

Councilman Bonna stated that once the item came back before the City Council, it needed to contain different criteria. He added that the non-profit needed to align with the City's Strategic Plan and include benchmarks.

Mayor Martin advised that ARC needed to be notified that the City does have a written policy from 1984 and that the policy would need to be changed before the City can provide funding.

City Attorney Richard Berrios advised that a resolution would need to pass to abolish the previously approved policy or amend the policy.

Ms. Baum stated they would discuss Goal 2.

Deputy City Manager Parmelee inquired if the City Council was done with the previous conversation. Mayor Martin stated the need to revise the policy and the need to acquire more data for future conversations.

Deputy City Manager Parmelee confirmed that the City Council discussed Goal 2: Supporting the needs of Seniors, Strategic Growth, the Comprehensive Plan Update to be completed by December 2025, and High-Performance Public Spaces. She asked if there were any recommendations for changes to the plan.

Councilman Pickett stated that they recommend changing the name of High-Performing Public Spaces to something else. He said it should be something that the normal layperson could understand. Deputy City Manager Parmelee stated that Naturally PSL Green Spaces and Places was the brand.

Mayor Martin suggested changing it to “Naturally PSL” and explaining that it’s the City’s Green Spaces and Places rather than having a long name.

Councilwoman Morgan agreed that a better name/definition for HPPS was needed. She stated that the Comp Plan update was required, and she inquired why it needed to be listed. Deputy City Manager Parmelee stated the reason it was added was that growth had come up in a lot of comments, and the Council wanted to know what they were going to do in response to the growth. Mary Savage-Dunham, Planning and Zoning Director, advised that the City was making a 20-year plan, which includes a throughfare plan and partnering with the 2045 mobility plan. Councilwoman Morgan stated that they wished to get rid of Goal 2 and move the remaining items to Goal 5.

Mayor Martin stated that Strategic Growth in Goal 2 was important because growth is the City’s biggest topic. She added that everyone always asks what the City Council is doing about growth. Mayor Martin advised that she always says that the Comp Plan is the document used for planning the future. She advocated for the need for it to remain on Goal 2.

Councilman Bonna stated they wished to rearrange some of the details. He commented that the subgoals needed to be smart goals, as that’s how it is done in our personal lives. Councilman Bonna shared that the City should be setting attainable goals and should be challenging. He stated he will be looking for attainable goals when the Strategic Plan comes back in July.

Deputy City Manager Parmelee asked for clarification regarding Goal 2.

Mayor Martin expressed concern over adding timeline dates to Projects. She stated that by adding timelines, it may be perceived as a failure from the City if the completion of the project is not completed by the timeline due date. Mayor Martin advised that many times projects were held up by other organizations and not by the City itself. She asked for a reminder of the Naturally PSL conservation core and what the environmental stewardship award was.

Councilman Bonna agreed with Mayor Martin's concern. He stated his point was to set goals. Councilman Bonna stated that the goal should not be offset by any one project or tactic. He added the need to evaluate each goal every year to make sure it's on track.

Deputy City Manager Parmelee responded that more information would be added to the strategic plan, clarifying measurable outcomes to the City Council's goals. She stated staff will be updating the reporting system so that the City Council has a better tool to keep track of projects.

Councilman Bonna used the previous Council's goal to lower the City's millage rate by a certain year. Mayor Martin agreed. Councilman Bonna stated it was those types of goals he would be looking for.

Deputy City Manager Parmelee provided more information about the Naturally PSL Conservation Core and the Stewardship Award.

Mayor Martin followed up by asking how many volunteers there were for the program and if there was any programming. Deputy City Manager Parmelee it was a program in its initial stages of launching. She stated there would be a conservation clean-up in the future. Mayor Martin asked who was reviewing the Environmental Stewardship Applications and how it was awarded. Deputy City Manager Parmelee advised that there was a Committee and would later provide a presentation to the City Council. Mayor Martin stated she would like to know more information as to what that looks like, the criteria, how the City was giving out these awards, and how they were being evaluated, because that would become a reflection of the City Council.

Deputy City Manager Parmelee asked for a motion to finalize Goal 2. Mayor Martin stated that the City Council did not need a motion to confirm the Goals under Goal 2. Deputy City Manager Parmelee stated there was consensus as to Goal 2.

A breakout session commenced at 1:25 PM. The breakout session finished at 1:38 PM.

Deputy City Manager Parmelee inquired if the City Council wished to add, modify, or change Goal 3: Community Engagement.

Councilwoman Morgan suggested changing the wording of expanding community and neighborhood engagement.

Mayor Martin asked for the definition of engagement, if it meant engagement of projects, or keeping the residents informed, or if it was an event to be considered engagement.

Sarah Prohaska, Communications Director, stated she agreed to changing the survey to make it clear to the public what the City means by engagement. She noted that internally, the City uses the Bloomberg model of engagement.

Councilman Pickett stated that a “sustainable and resilient city” and “improved performance and design for innovation” should go under Goal 5. He shared that they felt that “Smart City and AI” should go under Goal 7.

Deputy City Manager Parmelee clarified that the plan would be reorganized and discussed individually with Council members to obtain any additional feedback on the structure prior to adoption.

Councilman Bonna advised that this was a difficult response since he knows the City does so much but also recognizes public perception. He stated that it would be critical to think of specific initiatives that the Council can take to increase and attack that perception. Councilman Bonna suggested that a possible goal be that the Council meet with every HOA in the City.

Deputy City Manager Parmelee shared that they met with every HOA during the last sales tax initiative. She suggested the possibility of doing the same for this year.

Director Prohaska commented that the City has put together an internal engagement calendar and, with the help of IT, generated a dashboard. She stated that it’s a centralized location where they are collecting the data as to who is out there engaging with the community and how many are in attendance.

Deputy City Manager Parmelee shared that there were 81,000 households

in the City, and that there were 100,000 subscribers to the City newsletter.

Mayor Martin inquired about the Ambassador Program, to which Director Prohaska stated that the program came about because of post-graduates from City University who wished to engage in City Events. She stated these folks would become City information conduits into HOAs, churches, and neighborhoods.

Director Prohaska added that it was the reason the Ambassador Program was important because the resident is out there disbursing the information. She stated it would take time to grow as it's in the early stages.

Deputy City Manager Parmelee recommended the following modification to have residents co-create and tell the City's story as an explanation for neighborhood and community engagement.

Mayor Martin discussed the need to provide more volunteer opportunities within the City.

Councilman Bonna commented that another way to engage the community was by working with Big Brother, Big Sister, and added the need to work with non-profits and engage youth and the community.

Deputy City Manager Parmelee clarified that under Goal 3, they would work on the wording of "expanding community and neighborhood engagement program." She stated that they would focus on co-creating and letting residents tell the City's story. Deputy City Manager Parmelee asked for further clarification on the Youth Council and Teen Program. She stated that there were three dots to remove from the Strategic Plan. Deputy City Manager Parmelee inquired if the Council wished to collapse Youth Council and Education Partnerships together, to which Councilman Pickett stated that when speaking of Education Partnerships, that usually meant university or schools.

Mayor Martin suggested the use of "Youth Partnerships" instead.

Councilwoman Morgan stated that providing a sustainable and resilient city with improved performance and design through innovation. Councilman Pickett noted that he previously suggested rewording that verbiage. Deputy City Manager Parmelee suggested moving it to Goal 7 rather than Goal 5. The City Council agreed to move the above from Goal 3 to Goal 7.

Councilwoman Morgan asked if Smart City and AI would be moved to Goal 5, to which Deputy City Manager Parmelee suggested moving it to Goal 7.

The City Council agreed to move the above from Goal 3 to Goal 7.

The Deputy City Manager Parmelee stated that the above changes would prompt an updated Goal name for Goal 3. She suggested the use of “Connected City”.

A recess commenced at 2:01 PM. The meeting resumed at 2:16 PM.

Ms. Baum introduced the “Workforce Housing Initiatives” and all other initiatives that were a part of Goal 4.

Deputy City Manager Parmelee prompted the Council to discuss workforce housing. She stated that a presentation would be coming to the City Council.

A breakout session commenced at 2:17 PM. The breakout session finished at 2:30 PM.

Deputy City Manager Parmelee asked the City Council if there was something they wished to clarify relating to Workforce Housing Initiatives.

Councilman Bonna stated they conversed about affordable housing versus workforce housing. He stated that they needed to engage the Economic Development Council. Councilman Bonna suggested the use of public-private partnerships to address the workforce housing.

Mayor Martin shared that it was important and noted that the EDC had a housing summit. She indicated it was not very good and noted that the City Council got bashed for not knowing anything. Mayor Martin stated there was still work to be done and noted the need to build a toolbox.

Director Capezzuto stated that on May 19th, a presentation would be provided to the City Council depending on the outcome of today’s meeting. He noted the need to attract developers for workforce housing.

Mayor Martin added that the City has a fund where developers have been voluntarily paying into, but the City had no policy on how to properly distribute the funds. She stated that the City has been sitting on the fund for a few years now. Mayor Martin indicated the need for the Council to decide on how to create that toolbox.

Director Capezzuto shared that there was 1.8 million dollars in the fund.

Deputy City Manager Parmelee inquired if the Council wished to change

the wording of Workforce Housing.

Director Capezzuto added that during the one-on-ones with the Council, they shared that they would like to be flexible.

Mayor Martin commented that the term “affordable” had a negative stigma and preferred to call it something else.

Vice Mayor Caraballo noted she preferred the term “attainable”.

Councilman Bonna stated he preferred to limit it to “workforce” or “essential worker” housing. He shared that it was not a popular item among residents as it increased higher density. Councilman Bonna advised that affordable housing was a goal that was not necessarily attainable.

The Council agreed to call it “workforce housing.”

Councilwoman Morgan suggested the term “attainable workforce housing.”

Nan Krushinski, Special Events Director, stated she preferred the term workforce as it was more encompassing.

Councilman Bonna stated that the issue with utilizing the term “attainable” was that it meant something different for everyone. He noted that the role of the government was to make sure there was an available housing stock to support the local economy.

Vice Mayor Caraballo shared that she was not supportive of this goal because every housing tactic has failed previously. She stated that she felt the role of government was to get out of the way and allow housing to happen.

Jen Davis, CRA Director, suggested calling it “Housing Initiatives” rather than “Workforce” due to senior housing also being important to capture.

Mayor Martin stated that, being that the City was the 6th largest city, the top ten all had housing initiatives. She stated having the toolbox to facilitate development, and how the City can work to make it happen to benefit the community.

Vice Mayor Caraballo commented that having housing initiatives did not necessarily mean that they were successful. She stated that no one has solved the issue and expressed concern over doing the same thing over.

Vice Mayor Caraballo shared that the role of government was to deregulate and allow high-density residential housing in the City. She stated she did not want to subsidize, as that was not the City's goal.

Councilman Bonna advised that the Council was discussing an initiative under Goal 4, Diverse Economy and Employment Opportunities. He stated an initiative that was relevant to the Diverse Economy and Employment Opportunities was Workforce Housing. He stated that, separately, another goal that addresses seniors and the initiative under that would be something measurable that the City could do to address senior housing. Councilman Bonna stated that affordable/attainable housing had nothing to do with Diverse Economy and Employment Opportunities. He stated he wanted to make sure that the Council was not mistaken by the initiative for the goal.

Mayor Martin agreed with Councilman Bonna. She shared that the City did not need to have a housing authority like Orlando or Tampa, but if they don't start to try to build something that fits the community, then they will further perpetuate the issue. She asked if it was correct to sit on funds that developers have paid into and not figure out how to utilize those funds.

Ella Gilbert, Risk Management Director, posed the question to the room: for those who have adult children, can they live in Port St. Lucie based on the jobs they have in this City?

Mayor Martin answered "no" and shared that her children would be graduating from college and would not be able to afford living in the City on their own. She stated they would be living with her for a long time and noted that it has been a complaint of many residents. Mayor Martin stated the need for the City Council to address the issue and stated that if they did not address the need, they would go back to being a bedroom community. She expressed the need to evolve as a City.

Councilman Pickett agreed and stated he had not chimed in since everyone was saying what he was thinking.

Deputy City Manager Parmelee stated they would keep the initiative as Workforce Housing and define a toolbox.

Vice Mayor Caraballo stated she agreed with the majority of the City Council.

Deputy City Manager Parmelee stated it was the consensus to keep the Workforce Housing as an initiative and work towards a future definition of a

toolbox.

Councilman Pickett suggested the need to identify the new Southern Grove 2.0 for the City.

Councilwoman Morgan suggested combining all three Southern Groves. She stated they also discussed implementing the Walton and One Master Plan along the Eastside Economic Development. Director Davis stated she was fine with combining.

Deputy City Manager Parmelee shared that Mayor Martin recommended an Eastside Economic Development Strategy and having Walton and One as the first priority.

Councilwoman Morgan expressed confusion over the Destination PSL Tourism Plan, stating that the St. Lucie Tourism Development Council already existed and it seemed redundant.

Councilman Pickett stated that was added during last year's Strategic Plan, it was added that all the tourism dollars earned in PSL were going to Midway Road.

Deputy City Manager Parmelee added that the possibility to get some of the funding for the City to doing ecotourism in Port St. Lucie.

Councilwoman Morgan expressed confusion and requested the rewording of "Support Small Business Support." She stated she did not understand why it was listed if the City pays $75,000 to the Chamber of Commerce a year to do Small Business seminars.

Deputy City Manager Parmelee asked if the City Council wished to remove the above priority, to which Mayor Martin responded in the affirmative.

It was the consensus of the City Council to remove the above priority.

Councilman Bonna pointed out that the Chamber was a non-profit and another example of the City partnering.

Councilwoman Morgan stated that the Chamber of Commerce was a 501(c)(6), which was a noncharitable non-profit.

Deputy City Manager Parmelee stated she would be removing Support Small Business Development and would combine the Southern Grove items.

Mayor Martin stated there was no more acreage for economic development at Southern Grove and noted that the only property left was for commercial spaces.

A recess commenced at 3:08 PM. The meeting resumed at 3:21 PM.

(Clerk's Note: Vice Mayor Caraballo left the Strategic Planning Session at this time.)

Mayor Martin discussed the various City-funded non-profits, such as the Botanical Garden and PAL.

Deputy City Manager Parmelee referenced the Strategic Plan priority of partnering with FDOT to accelerate Port St. Lucie Boulevard.

Colt Schwert, Public Works Director, stated that during the next portion of PSL Boulevard from Darwin to Alcantarra, they were establishing an incentive policy.

Deputy City Manager Parmelee asked if they wished to remove anything from Goal 5.

Councilman Bonna shared that his group felt that the acceleration of funding infrastructure projects was a best practice and not a goal. He suggested removing that from the Goal and noted that the Wi-Fi being almost complete was also a point of discussion.

Deputy City Manager Parmelee shared that the fiber was almost complete, but the Wi-Fi component had not been expanded to every public facility.

She asked if he wished to remove Wi-fi from the plan, to which Councilman Bonna stated it could stay in the plan.

Councilman Bonna stated that there was a suggestion to remove "future" for the Facilities Master Plan and change the "expansion of the transportation network" to "expansion of roadway network." It was the consensus of the City Council to make those changes. (Clerk's Note: Vice Mayor Caraballo was not present during this portion of the meeting.)

Director Savage-Dunham stated that transportation was much more inclusive, and the roadway was only for roads.

Caroline Sturgis, Director of OMB, shared that some residents do not

understand transportation or mobility. She suggested using resident-friendly wording.

Councilman Pickett discussed the need to enact something to convert septic to sewer once they sell the property.

Councilwoman Morgan stated that it cannot be legally done. She shared that the City could order a mandatory connection.

Kevin Matyjaszek, Utility Systems Director, confirmed that the City Council can order mandatory connection. He explained they were very close to reaching 11,000 septic to sewer conversions. Director Matyjaszek spoke regarding the possibility of awarding grant dollars for possible future conversions. He shared that they were currently reviewing all of the businesses that were currently on septic to possibly get them converted.

Councilwoman Morgan asked if the City could deny a permit for a homeowner who is on septic and would like to add a bathroom, to which Director Matyjaszek stated they were looking into the legality of it.

City Manager Merejo stated that the challenging portion was that the City does not control what is in the County. He added that there was no mechanism to assess residents who live in the County. City Manager Merejo stated that it was up to the County Commission to force everyone to convert.

Councilwoman Morgan stated the need to discuss that with the County Commission. She shared that many residents from Hidden River would convert if the service were available.

Deputy City Manager Parmelee shared the need to confirm with the City Attorney's Office to identify legal avenues to get more septic-to-sewer conversions. She asked if there were other changes needed for Goal 5. Deputy City Manager Parmelee shared that satisfaction went up 10% on Traffic Light Signalization.

Director Schwerdt provided various improvements shown as part of the survey results.

City Manager Merejo asked if the City could add a flashing yellow turning light on the Kings Isle intersection, to which Director Schwerdt said he would investigate the possibility of adding a light.

Deputy City Manager Parmelee added the need to prioritize traffic

signalization for this year.

Mayor Martin stated that adding signalization at Marshall Parkway and Community and Discovery had already built signalization into their design.

Councilwoman Morgan noted the importance of preemption of light signalization to increase the response time.

Director Schwerdt stated that state mandates were coming to modify traffic signals to add pedestrian crossings.

It was the consensus of the City Council to move forward as discussed for Goal 5. (Clerk's Note: Vice Mayor Caraballo was not present during this portion of the meeting.)

Deputy City Manager Parmelee inquired if there were any changes to Goal 7 or status quo.

It was the consensus of the City Council for Goal 7 to remain status quo. (Clerk's Note: Vice Mayor Caraballo was not present during this portion of the meeting.)

Councilman Bonna discussed stating what the goal was for the millage rate.

Deputy City Manager Parmelee discussed Goal 1. She inquired if they could declare District 6 as complete, to which Chief Niemczyk responded in the affirmative. Deputy City Manager Parmelee inquired if there was a need to remove or change anything from Goal 1.

Chief Niemczyk stated that the Police Department had plans to increase marine patrol during the season.

Councilman Bonna inquired how far the City was towards the goal of recruitment of 1.6 per thousand. Chief Niemczyk stated he was confident that in 2026, they would be fully staffed.

Mayor Martin inquired if that included any retirements, to which Chief Niemczyk stated there were no planned separations in 2026.

Deputy City Manager, Parmelee, inquired if there were other changes to Goal 1.

Billy Weinshank, Director of the Emergency Operations Division,

commented on the possibility of adding a specific Emergency Management Project.

Mayor Martin stated that Goal 1 includes all aspects of public safety, not just policing. She explained that unless there is a specific project relating to Emergency Operations outside of inclusivity and the real-time operation center it should not be added specifically to the plan.

Assistant City Manager Teresa Lamar-Sarno suggested the need to collapse the last four projects: gateway, landscaping, and beautification of the street.

Deputy City Manager Parmelee stated that a tree shade plan was mentioned as a top priority for residents. She suggested the use of the “Attractive and Clean Streets” as a title.

Councilman Bonna agreed with the title of “Attractive and Clean Streets”.

Councilman Pickett stated it was important to keep in mind what kind of street tree is planted. Deputy City Manager Parmelee stated it was important to plant the right tree in the right place. There were no other suggestions for Goal 1.

Deputy City Manager Parmelee requested a motion, to which Mayor Martin stated there was no need as there would be a plan to be presented to the City Council. There was consensus amongst the City Council to move forward with the City’s Strategic Plan as discussed. (Clerk’s Note: Vice Mayor Caraballo was not present during this portion of the meeting.)

6. Adjourn

There being no further business, the meeting was adjourned at 4:36 PM.

_____
Calleigh Nazario, Acting City Clerk

_____
Daisy Ruiz, Deputy City Clerk

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

City Council

Meeting Minutes

Shannon M. Martin, Mayor

Jolien Caraballo, Vice Mayor, District IV
Stephanie Morgan, Councilwoman, District I
Dave Pickett, Councilman, District II
Anthony Bonna,Sr., Councilman, District III

Please visit www.cityofpsl.com/tv for new public comment options.

Tuesday, May 27, 2025 **6:00 PM** **Council Chambers, City Hall**

Request to Table Item 11A, 11B, & 11C

1. Meeting Called to Order

   A Regular Meeting of the CITY COUNCIL of the City of Port St. Lucie was called to order by Mayor Martin on May 27, 2025, at 6:00 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

   Council Members Present:
   Mayor Shannon Martin
   Vice Mayor Jolien Caraballo
   Councilwoman Stephanie Morgan
   Councilman Dave Pickett
   Councilman Anthony Bonna, Sr.

3. Invocation & Pledge of Allegiance

   Mayor Martin led the assembly in the Pledge of Allegiance.

4. Proclamations and Special Presentations

   4.a Youth Council Update 2024-2025 **2025-481**

   The Youth Council provided an update to the City Council and discussed topics such as their mission, vision, accomplishments, events, meetings, and engagement opportunities. Stephanie Vernot, Youth Council Coordinator, discussed the Youth Council App and informed that they were now accepting applications for the Youth Council. They then shared a promotional video.

Vice Mayor Caraballo inquired if you were going into 9th grade if you could apply, to which they responded in the affirmative. She then invited them to share core memories from their time on the Council. Mayor Martin thanked them for their leadership, engagement, and community involvement.

5. Public to be Heard

There was nothing heard under this item.

6. Additions or Deletions to Agenda and Approval of Agenda

There being no discussion, Councilman Bonna moved to approve the Agenda with item 11.a being tabled to the June 23, 2025 City Council meeting, and items 11.b and 11.c being tabled to a date uncertain. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

7. Approval of Consent Agenda

7.a Approval of the April 21, 2025 City Council Workshop and April 28, 2025 Regular City Council Meeting Minutes **2025-416**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.b Approve a Grant Agreement Between the City of Port St. Lucie and Florida Department of Agriculture and Consumer Services (FDACS) for the Purpose of Updating the City's Tree Inventory. **2025-402**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.c Approve Sponsorship Request for the Business Resources Workshop Hosted by Indian River State College **2025-457**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.d Termination of Restrictive Covenant Executed by Trayce L. Jones and Glenn T. Jones with Respect to Lots 1 and 30, Block 1106, Port St. Lucie Section Nine, and Recorded in Official Records Book 1458, Page 649, of the Public Records of St. Lucie County, Florida. **2025-488**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice

vote.

7.e Ratify Participation in the Interlocal Agreement Computer Aided Dispatch, Records Management System, & Mobile Computer Terminal/Mobile Field Reporting (CAD, RMS, & MCT/ MFR) System Shared Network; and Ratify Participation in and Approve Chief of Police to Provide Updated Signature for Management Control Agreement Between St. Lucie County Sheriff's Office, Fort Pierce Police Department, Port St. Lucie Police Department and St. Lucie County for the purposes of providing Criminal Justice Technology Services, Information Exchange, Dispatch Services, and Criminal Justice Agency Oversight. **2025-495**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.f Approve Sponsorship Request from Carebag Inc. **2025-490**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.g Approval to Participate in the Palm Beach County Term Contract #25005 for Fiber Optic Engineering, Design, Material, Supplies and Installation, Term Contract. **2025-486**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.h Approval to Participate in the Fort Pierce Utilities Authority (FPUA) Contract Resulting from ITB #25-17 for Wet Lime Residual Hauling with Accurate Septic Services, Inc. **2025-494**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.i Approve the Second Amended and Restated Educational Facilities Impact Fee Credit Agreement Between Mattamy Palm Beach LLC, the City of Port St. Lucie and the School Board of St. Lucie County, Florida for the Southern Grove DRI. **2025-359**

There being no discussion, Vice Mayor Caraballo moved to approve item

7.i with the condition that the City Manager is authorized to sign the agreement after review and approval of title on the Second School Site by the City Attorney's Office. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

7.j Approval of a Waiver for a Preliminary and Final Subdivision Plat for Southern Grove Plat No. 36 2nd Replat (P24-186). **2025-511**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.k Approve Contract #20240023 for a Sole Source New Maintenance Agreement with Motorola Solutions, Inc. to Repair and/or Replace the City's Existing Radio Equipment that has become Defective or Damaged, Contingent upon No Responses to the Sole Source Posting. **2025-441**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.l Award Contract # 20250115 to Furnish and Install Sod to Nature's Keeper, Inc. **2025-487**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.m Approval to Add Additional Funds to Contract # 20240088 for GPS Services (Fleet Monitoring). **2025-479**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

7.n Approve Amendment #1 to Contract 20250165 for Renewal of Absorb Software, Inc. for Learning Management System. **2025-502**

Vice Mayor Caraballo moved to approve the Consent Agenda. Councilman Pickett seconded the motion. The motion passed unanimosuly by voice vote.

Approval of the Consent Agenda

There being no discussion, Vice Mayor Caraballo moved to approve the Consent Agenda with item 7.i being pulled for separate discussion. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

8. Second Reading of Ordinances

There was nothing to be heard under this item.

9. Other Public Hearings

There was nothing to be heard under this item.

10. First Reading of Ordinances, Public Hearing

10.a Ordinance 25-27, Public Hearing, Abandoning a Portion of a Fifty (50) Foot Wide Drainage Easement Affecting Real Property Located at 350 SE Southbend Boulevard, Port St. Lucie, Florida. **2025-462**

The City Clerk read Ordinance 25-27 aloud by title only.

Mayor Martin opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Councilman Pickett moved to approve Ordinance 25-27. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

10.b Ordinance 25-28, Public Hearing, Abandoning a Portion of a Twenty (20) Foot Wide Side and Rear Utility and Drainage Easement Affecting Lot 35, Block 538, Port St. Lucie Section Thirteen, as Recorded in Plat Book 13, Pages 4, 4A through 4M, of the Public Records of St. Lucie County, Florida. **2025-477**

The City Clerk read Ordinance 25-28 aloud by title only.

Mayor Martin opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Councilman Bonna moved to approve Ordinance 25-28. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

10.c Ordinance 25-29, Public Hearing, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 6, Block 1538, Port St. Lucie Section Thirty, as Recorded in Plat Book 14, Pages 10, 10A through 10I, of the Public Records of St. Lucie County, Florida **2025-478**

The City Clerk read Ordinance 25-29 aloud by title only.

Mayor Martin opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

(Clerk's Note: The City Clerk then swore in all applicants for the upcoming Quasi-Judicial proceedings.)

10.d Ordinance 25-30, Quasi-Judicial, Public Hearing, an Ordinance Adopting a Master Sign Program for Sundance Port St. Lucie (P25-001). **2025-484**

The City Clerk read Ordinance 25-30 aloud by title only.

Mayor Martin inquired if there was any ex-parte communication, to which the Council responded in the negative.

(Clerk's Note: A PowerPoint presentation was shown at this time.) Daniel Robinson, Planner, stated that he was sworn in and that the file was submitted to the City Clerk's Office 5 days prior to the meeting and requested that it be entered into the record. Mr. Robinson stated that the request was to create a Master Sign Program (MSP) for Sundance Port. St. Lucie to allow for signage customization to meet the needs of the development. He discussed proposed MSP signs and City Code regulations, temporary signs, the Sundance PSL (Wilson Groves) boundary, and zoning. Brad Curry, Haley Ward, represented the applicant.

Mayor Martin opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 25-30. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

10.e Ordinance 25-31, Quasi-Judicial, Public Hearing, an Ordinance Amending the Riverland Master Sign Program (P17-097-A1). **2025-480**

The City Clerk read Ordinance 25-31 aloud by title only.

City Clerk Walsh inquired if there was any ex-parte communication, to which the Council responded in the negative.

(Clerk's Note: A PowerPoint presentation was not shown at this time.) Planner Daniel Robinson stated that the request was to amend a Master Sign Program (MSP) for the Riverland DRI to better suit the development program. He discussed the sign types, existing Riverland MSP regulations, proposed Riverland MSP regulations, City Sign Code regulations, land use, and zoning.

Councilwoman Morgan inquired as to where the digital sign would be placed since it's usually only approved for institutional use, to which Mr. Robinson replied that the digital signage was part of non-residential/non-commercial and it matched the language, as well as matching the Culver's sign. He also noted that read-only signs were

allowed, nothing moving. Vice Mayor Caraballo inquired about temporary non-residential banners/flags and asked if it was allowed in the Tradition MSP, to which Mr. Robinson replied that he was unsure about Tradition, but the City allowed it for model homes. Vice Mayor Caraballo inquired if there were specifications for temporary banners during hurricanes, to which Mr. Robinson replied that they were restricted under the temporary aspect of it. Deputy City Attorney Elizabeth Hertz clarified the MSP, noting that they do not get too detailed with the program due to constitutional restraints. Vice Mayor Caraballo stated that she was not against what they were trying to do, but she wanted to make sure that the City was consistent. Mr. Robinson stated that he was unsure if the time frame could be added in as an amendment.

Azlina Goldstein represented the applicant and stated that this was made as general as possible to make it easier for staff to review, and that the POA would have more direct regulation and control as to what was pleasing to both their residential and non-residential areas.

Mayor Martin opened the Public Hearing. There being no one, she closed the Public Hearing. There being no further discussion, Councilman Pickett moved to approve Ordinance 25-31. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

10.f Ordinance 25-32, Quasi-Judicial, Public Hearing, an Ordinance Rezoning 72.88 Acres of Land, Located South of the Proposed Intersection of Midway Road and Wylder Parkway, within the LTC Ranch DRI, from St. Lucie County Agricultural (SLC-AG-5) Zoning District to Planned Unit Development (PUD) For Property Legally Described as Tracts "A" & "B" of the Plat of LTC Ranch West as Recorded in Plat Book 83, Pages 17 through 24, inclusive, of the Public Records of St. Lucie County, Florida (P24-213). **2025-415**

The City Clerk read Ordinance 25-32 aloud by title only.

Mayor Martin inquired if there was any ex-parte communication, to which the Council responded in the negative.

(Clerk's Note: A PowerPoint presentation was shown at this time.) Cody Sisk, Planner, stated that he was sworn in and that the file was submitted to the City Clerk’s Office 5 days prior to the meeting and requested that it be entered into the record. Mr. Sisk stated that the request was for approval of a PUD rezoning for the LTC Ranch West Wylder Commercial Development (PUD) with commercial and residential uses. He discussed

the surrounding uses, proposed uses, issues & analysis, art in public places, and land use & DRI consistency.

Steve Garrett, Lucido & Associates, represented the applicant and noted that Green Point had received a lot of commercial development interest, that Wylder Pkwy was 90 days away from connecting to Midway Rd, and that the Midway widening was accelerating.

Mayor Martin opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 25-32. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

10.g Ordinance 25-33, Public Hearing, Authorizing the Mayor to Grant a Perpetual Non-Exclusive Utility Easement and a Temporary Construction Easement to Pivotal Utility Holdings, Inc. for the Purpose of Constructing, Operating, Maintaining, Repairing and Replacing a Gas Pipeline. **2025-442**

The City Clerk read Ordinance 25-33 aloud by title only.

Mayor Martin opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Councilman Pickett moved to approve Ordinance 25-33. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

10.h Ordinance 25-34, Quasi-Judicial, Public Hearing, an Ordinance Amending the Master Planned Unit Development (MPUD) Document and Concept Plan for GHO Homes at Southern Grove (P24-183). **2025-485**

The City Clerk read Ordinance 25-34 aloud by title only.

Mayor Martin inquired if there was any ex-parte communication, to which the Council responded in the negative.

(Clerk's Note: A PowerPoint presentation was not shown at this time.) Planner Daniel Robinson read the request into the record and stated that the project was an amendment to the GHO Homes at Southern Groves Master Planned Unit Development Plan (MPUD) to change the platted lot currently labeled “emergency ingress/egress location” to a buildable single-family lot. Chuck DeSanti, GHO Homes, represented the applicant.

Mayor Martin opened the Public Hearing. There being no one, she closed the Public Hearing. There being no discussion, Councilwoman Morgan moved to approve Ordinance 25-34. Vice Mayor Caraballo seconded the

motion, which passed unanimously by voice vote.

11. Resolutions

11.a Resolution 25-R12, Quasi-Judicial, Public Hearing, a Resolution, Amending and Restating the Development Order for the Tradition Development of Regional Impact and Constituting this Resolution as a Development Order by the City of Port St. Lucie in Compliance with Law (P22-093). **2025-387**

(Clerk's Note: This item was tabled to the June 23, 2025, City Council meeting during item 6.)

11.b Resolution 25-R28, Quasi-Judicial, Public Hearing, a Resolution Granting a Special Exception Use (P24-096), Pursuant to Section 158.124(C)(11) of the Zoning Code, to Allow a Convenience Store with Fuel Sales in the CG (General Commercial) Zoning District for a Project Known as Murphy USA. **2025-497**

(Clerk's Note: This item was tabled to a date uncertain during item 6.)

11.c Resolution 25-R29, Quasi-Judicial, Public Hearing, a Resolution Granting a Special Exception Use (P24-184), Pursuant to Section 158.124(C)(11) of the Zoning Code, to Allow a Convenience Store with Fuel Sales in the CG (General Commercial) Zoning District for a Project Known as Murphy USA - SW Gatlin Boulevard. **2025-496**

(Clerk's Note: This item was tabled to a date uncertain during item 6.)

11.d Resolution 25-R31, Authorizing the Acquisition of Real Property Described as Lot 12, Block 688, Port St. Lucie Section Eighteen, as Recorded in Plat Book 13, Pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida, for Future Expansion of the City's Police Department Complex. **2025-489**

The City Clerk read Resolution 25-R31 aloud by title only.

There being no discussion, Councilman Bonna moved to approve Resolution 25-R31. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

12. Unfinished Business

There was nothing to be heard under this item.

13. New Business

Councilman Bonna recommended adding a U.S. Flag drop box at City Hall, Stars & Stripes Park, and/or Veterans Memorial Park. Councilman Pickett noted that there was one located at the DAV Center on California Blvd, and Vice Mayor Caraballo expressed that was in favor of having a drop box and highlighted education. Councilman Pickett stated that he would be happy to donate the wood if Facilities could build it. Vice Mayor Caraballo recommended reaching out to Mattamy to inquire about the location for Stars & Stripes park, and City Manager Merejo suggested adding this to the City's website for residents to see what the process is. Mayor Martin suggested having City Hall collect them and Councilman Pickett bring them to the DAV.

It was the consensus of the Council to look into creating a US Flag Drop-Off Box and to reach out to Mattamy Homes for a potential addition to Stars & Stripes Park.

14. City Manager's Report

City Manager Merejo spoke on a final opportunity for residents to attend a public meeting on May 29, 2025, to learn about findings for the recently completed draft for the Resilience Vulnerability Assessment. He also reported on the plan for traffic signal installation on Community Blvd and Discovery Way, and completion of Glades Cutoff Rd and Commerce Centre Drive.

15. Councilmembers Report on Committee Assignments

Councilwoman Morgan – She attended a St. Lucie County UP tour, Riverland Senior Softball League, Fire Station 18 ribbon cutting, Fire Board meeting, and the Transportation Planning Organization meeting. She discussed tax-free hurricane supplies and the MidFlorida Event Center Hurricane Preparedness Expo.

Councilman Pickett – He attended Treasure Coast Regional League of Cities luncheon, and Boys & Girls Club event.

Councilman Bonna – He attended a Veteran's Ceremony and Vet Fest.

Vice Mayor Caraballo – She attended a Housing & Urban Development meeting and a meeting with the Governmental Office of the White House. She announced that the City would be seeking resident's input on allocating Federal Community Development Block Grant funds at a meeting on June 5, 2025.

Mayor Martin – She attended an event at Vitalia, Police Memorial Week ceremony, Fire Board meeting, Humane Society Board meeting, Florida Coast Medical Center Board meeting, and Coffee with the Mayor. She discussed the Trust for Public Land 2025 Park Score Index, noting that the City moved up 27

spots.

16. Public to be Heard - (if necessary as determined by City Council at conclusion of public to be heard)

There was nothing heard under this item.

17. Adjourn

There being no further business, the meeting was adjourned at 7:17 p.m.

_____
Sally Walsh, City Clerk

_____
Jasmin De Freese, Deputy City Clerk

Agenda Summary

2025-434

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.b

Placement: Consent Agenda

Action Requested: Motion / Vote

Approval to Participate in the Sourcewell Cooperative Contract #RFP-121024 for Facility Security Systems.

Submitted By: Oksana Savchenko, Procurement Analyst, Procurement Management Division (PMD).

Strategic Plan Link: The City's Mission to provide exceptional services.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Oksana Savchenko, Procurement Analyst, PMD.
2. Parties: City of Port St. Lucie and Convergint Technologies, LLC ("Convergint").
3. Purpose: To provide and install security systems and related equipment at City facilities.
4. New/Renewal/Modified: New.
5. Duration: Upon execution through February 18, 2029, with the option for up to three (3) one-year renewal periods.
6. Benefits to Port St. Lucie: Utilize Sourcewell's contract to provide a wide range of products and services that have been competitively bid to offer the best value to the City.
7. Cost to Port St. Lucie (Annual and Potential): Estimated expenditures for FY 2024-2025 is $2,000,000.00. Future expenditures for projects will be appropriated in each years' budget.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve, per City Code of Ordinances, Section 35.08(a)(10)(a) (cooperative exception), to participate in the Sourcewell Cooperative Contract #RFP-121024 with Convergint for Facility Security Systems.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve participating in the Sourcewell Cooperative Contract #RFP-121024 with Convergint.
2. Move that the Council not approve and provide staff with direction.

Background: Convergint is a global systems integrator who works alongside a network of partners and manufacturer's to design, install and service security, fire alarm, life safety, audio-visual, and building automation solutions for enterprise customers.

The City's IT Department is requesting approval to participate in the Sourcewell Contract with Convergint in

order to diversify its vendor pool for the support and maintenance of the City's physical security system.

Sourcewell is a service cooperative created to provide programs and services to members in the government, education, and non-profit sectors. Its statutory purpose is to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an individual entity. Sourcewell is a self-supporting government agency with oversight from a board of publicly elected officials.

Issues/Analysis: Staff has reviewed the Sourcewell Cooperative Contract and finds that it meets the needs of the City and meets the requirements of the City's procurement ordinance.

Financial Information: Each Department in the City may use one or multiple aspects of this Agreement. Therefore, there will be various GL Codes used.

Special Consideration: N/A.

Location of Project: Various locations throughout the City.

Attachments:

1. City's Cooperative Agreement with Convergint - 20250142.
2. Convergint Technologies Sourcewell Contract #RFP121024 & Pricing.
3. Sourcewell RFP Evaluation.
4. Sourcewell Board Resolution.
5. Sourcewell RFP Documents.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: #25098-07.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, FLORIDA AND CONVERGINT TECHNOLOGIES LLC FOR FACILITY SECURITY SYSTEMS COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE,** a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 ("City") and **CONVERGINT TECHNOLOGIES LLC**, a Foreign Limited Liability Company, whose mailing address is 1 Commerce Drive, Schaumburg, IL 60173 ("Contractor"). City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City requires goods and services of Contractor pursuant to RFP #121024 and resulting Contract 121024-CTL for Facility Security Systems, between Contractor and Sourcewell, including its amendments, assignments, renewals and addenda (collectively referred to as "Contract Documents" or the "Contract"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor, its predecessors and/or assignors, and Sourcewell, including any and all contract renewals, amendments and change orders, substituting the "City of Port St. Lucie" for "Sourcewell," in all places; and

WHEREAS, the City has the authority to enter into this Agreement with Contractor per RFP #121024, Section 1, Pages 2-3, which was agreed upon by both Sourcewell and the Contractor, its predecessors and/or assignors; and

WHEREAS, the City has determined that the original procurement was lawful, the Contractor, its predecessors and/or assignors, acted at all times in accordance with Florida law when bidding and the competitive procurement method used by Sourcewell is consistent with the purchasing policies and requirements of the City.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

Section 1. Whereas. The "whereas" clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Agreement.

Section 2. **Terms.** The parties agree that pursuant to RFP #121024, Section 1, Pages 2-3, agreed upon by both the Contractor and Sourcewell, the City is authorized to utilize the Contract via cooperative agreement, as follows:

A. Incorporation of the Contract. Except as otherwise set forth in this Agreement, the parties hereby incorporate into this Agreement the terms and conditions of the Contract between the Contractor, its predecessors, successors and/or assignees, and the Sourcewell, including any contract renewals, amendments, and change orders.

B. Substitution. Except where the context requires otherwise, such as, but not limited to, compliance with City ordinances and regulations, City shall be deemed substituted for the Sourcewell, Buyer, and/or Customer regarding any and all provisions of the Contract, including by example, but not limited to, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, covenants, representations, and warranties of Contractor made in the Contract are restated as if set forth fully herein, made for the benefit of City, and incorporated herein.

C. Term. This Agreement shall be effective from the date upon which all parties have executed it through February 18, 2029 with the option of up to three (3) additional one-year extensions.

D. Government Appropriation. The parties acknowledge and agree that, if any purchases are made beyond City's current fiscal year (on or after October 1st), such purchases made under this Agreement are contingent upon an annual budget appropriation by the City Council.

E. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.

F. Conflict. In the event of conflict between the Contract and this Agreement, the terms and conditions in this Agreement shall supersede and take precedence over the Contract.

G. Sovereign Immunity. Nothing in this Agreement, nor in the Contract, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in section 768.28, Florida Statutes.

Section 3. **Notice.** Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

Section 4. **Public Records.** Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners. (*See* http://dos.myflorida.com/library-archives/records-management/general-records-schedules).

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

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

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

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

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

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

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

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

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

CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM

Section 5. Scrutinized Vendors List. By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

Section 6. Law, Venue and Wavier of Jury Trial. 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 to enforce this Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

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

Section 7. Indemnification. Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Agreement. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Agreement.

Section 8. Insurance. The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

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

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida

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

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

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

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

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250142 for Facility Security."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this 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. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

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

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

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

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

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

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

Section 9. Audits. The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

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

Section 10. E-Verify. In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.

3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that any such cause of action shall be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

Section 11. Construction. The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term "including" in this Agreement shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

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

Section 12. Discriminatory, Convicted, and Antitrust Violator Vendor Lists. Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed

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

Section 13. Cooperation with Inspector General. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

Section 14. Non-Exclusivity. Contractor acknowledges and agrees that this Agreement is non-exclusive.

Section 15. Termination for Convenience. The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Agreement upon thirty (30) days written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for goods or services provided under the Agreement to the City up to the time of termination, pursuant to Florida law.

Section 16. Merger. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

SIGNATURE PAGE FOLLOWS

CITY OF PORT ST. LUCIE,
A Florida municipal corporation

_____
Caroline Sturgis
Director, Office of Management & Budget

Date:_____

CONTRACTOR
CONVERGINT TECHNOLOGIES LLC

Eric Balaban

Digitally signed by Eric Balaban
DN: C=US, E=eric.balaban@convergint.com, OU=Convergint Technologies LLC, CN=Eric Balaban
Date: 2025.06.04 11:02:19-04'00'

Authorized Representative's Name
Authorized Representative

Date: 6/4/2025

Addendum No. 1 to Facility Security Systems Cooperative Agreement dated _____ ("Agreement")
City of Port St. Lucie, Florida ("Contractor") and Convergint Technologies LLC ("Contractor")

This Addendum No. 1 amends and supplements the Agreement, including any other documents referred to or incorporated therein. For purposes of this Addendum, "Contractor" means Convergint Technologies LLC and its subsidiaries, successors, and assignees of the foregoing. Notwithstanding any terms contained in the Agreement to the contrary, in the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall supersede and prevail.

1. Section 7, add the following language: To the fullest extent allowed by law and notwithstanding anything to the contrary in the Agreement, Contractor's indemnity, defense and hold harmless obligations under the Agreement shall only apply to: (i) the extent caused by its negligence; or (ii) intellectual property infringement related to unaltered work product created by Contractor.
2. City understands that Contractor is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software and hardware products (collectively, "Third Party Products"). Warranties for Contractor's services and Third Party Products are described in the Limited Warranty for Products and Services, which is attached hereto and incorporated herein as Exhibit 1.
3. IN NO EVENT SHALL CITY OR CONTRACTOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED 100% OF THE CONTRACT VALUE OF THE AGREEMENT.
4. Contractor's payment terms are net thirty (30) days for each monthly invoice. Pricing is based on current market conditions and does not include any potential tariffs, duties, or manufacturer-imposed surcharges that may arise during the course of the project. If such costs are incurred due to changes in trade policies, supply chain disruptions, or other external factors beyond Contractor's control, Contractor will assess their impact and submit a formal change order for review, including documentation supporting any requested cost increase. These costs will be communicated transparently, and project continuation may require an adjustment to the budget accordingly. The City's agreement to the change request will not be unreasonably withheld. However, some changes made require approval by City Council. It is expressly understood that the City cannot make any promises or guarantees regarding future actions or decisions made by the City Council. The City Council must retain the ability to make decisions based on the information presented to it at the time of consideration, and nothing in this Addendum or the Agreement shall be construed to limit or restrict the City Council's discretion in this regard or as a promise made by the City to the contrary.
5. Certain other types of products and services may be subject to additional terms and conditions as set forth in a [Statement of Work] or provided subject to a separate agreement. Any monitoring or intrusion products or services shall be solely and entirely provided subject to the terms of a separate monitoring services agreement between City and Contractor.

This Addendum No. 1 is entered into this day of , 20 and is incorporated into the Agreement.

City of Port St. Lucie, Florida

By:_____

Name:_____

Title:_____

Convergint Technologies LLC:

By: Eric Balaban Digitally signed by Eric Balaban DN: C=US, E=eric.balaban@convergint.com, O=Convergint Technologies LLC, CN=Eric Balaban Date: 2025.08.04 11:04:41-04'00'

Name: Eric Balaban

Title: General Manager

EXHIBIT 1 - LIMITED WARRANTY FOR PRODUCTS AND SERVICES

This warranty ("Warranty") covers products and services provided by the entity ("Convergint") set forth in the agreement with Customer covering such products and services. Subject to Customer's compliance with the terms and conditions of the applicable agreement with Convergint, Convergint warrants the products and services as follows:

Third Party Products and Services

Products and services for which Convergint is an authorized distributor or reseller and not the manufacturer, developer, or provider shall only carry such warranty as is provided by the applicable manufacturer, developer, or provider. Convergint will use reasonable efforts to assist Customer in exercising such warranties to the extent permissible under applicable terms and conditions with such manufacturer, developer, or provider.

Convergint-Provided Services

Subject to the exclusions set forth below, Convergint warrants that:

(i) installation of hardware products will be of good quality, professional and workmanlike, and conform to the requirements of applicable agreements with Customer for a period of 12 months from the earlier of substantial completion of the installation work or first beneficial use of such hardware Products; and

(ii) all other services provided by Convergint will be of good quality, professional and workmanlike, and conform to the requirements of applicable agreements with Customer for a period of 90 days from completion of such services.

Exclusions

THIS WARRANTY EXCLUDES services provided under a Customer Support Program, managed services, and cybersecurity services, each of which are provided "as is" without warranties, representations or guaranties of any kind, whether express or implied. This Warranty does not apply to service level agreements (SLAs) which may be set forth in a separately written agreement and any such SLAs do not modify this Warranty.

CONVERGINT IS NOT RESPONSIBLE FOR AND THIS WARRANTY DOES NOT APPLY TO: (i) damage not caused by Convergint or Convergint-authorized service provider; (ii) use of products or services with products or services with which they were not intended; (ii) damage caused by any external cause beyond Convergint's reasonable control; (iii) use of products or services not in accordance with user manuals or other instructions provided by Convergint or the applicable manufacturer; (iv) insufficient or improper maintenance or improper operation by Customer; (v) damage resulting from fire, explosion, flood, water exposure, corrosion, rust, adverse environmental conditions, abuse, neglect, or any other Acts of God; (vi) fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; (vii) negligence or acts or omissions of Customer or any third party (excluding a Convergint-authorized service provider); (viii) repairs, service, tampering or modifications done by anyone other than Convergint or a Convergint-authorized service provider; (ix) normal wear and tear and normal usage; (x) damage caused by unauthorized access or disruption to services, accounts, computer systems, or networks; and/or (xi) products that have been discontinued or are no longer supported by the manufacturer, developer, or provider.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED BY CONVERGINT AND ITS SUBCONTRACTORS, SERVICE PROVIDERS, AND SUPPLIERS "AS IS" AND WITHOUT ANY FURTHER WARRANTIES, REPRESENTATION OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CONVERGINT DOES NOT WARRANT THAT ITS SERVICES OR THE OPERATION OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. Customer's sole and exclusive remedy for a breach of this Warranty will be for Convergint to promptly re-perform the deficient services.

If any provision of this Warranty is held invalid by operation of law or by any court of competent jurisdiction, then such provision may not apply to Customer, but the remainder of this Warranty shall not be affected thereby.

Instructions

For specific instructions about how to obtain warranty service for Convergint-provided products or services, please contact your account representative. You may need to deliver your products, including any parts and accessories, in its original packaging. Before you deliver your products for warranty replacement, it is your responsibility to delete and back up any data, software, or other materials you may have stored or preserved on your products.

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MASTER AGREEMENT #121024
CATEGORY: Facility Security Systems, Equipment, and Software with Related Services
SUPPLIER: Convergint Technologies LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Convergint Technologies LLC, One Commerce Drive, Schaumburg, IL 60173 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 18, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation 121024) to Participating Entities. In Scope solutions include:

   a) Alarm and signal systems;
   b) Building security automation and integration, motion-controlled lighting, occupancy detection solutions;
   c) Fire detection, sprinkler and suppression systems;
   d) Intrusion and breach prevention and detection solutions;
   e) Glass and window security, armor, and ballistic applications and solutions;
   f) Closed circuit television (CCTV), surveillance, and recording solutions;
   g) Facility and parking access control solutions;
   h) Robotic and Artificial Intelligence (AI) surveillance solutions; and
   i) Biometric scanning and screening.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that its services will be performed in a good and workmanlike manner. Any products provided by Supplier shall carry only such warranty as is provided by the manufacturers thereof. Supplier, and Supplier's dealers and distributors, shall provide reasonable assistance to enforce any manufacturer warranties. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. The foregoing shall not require indemnification or defense by Supplier to the extent the matter to be indemnified or defended against is wholly caused by Sourcewell, a Participating Entity, or a third party.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - $1,500,000 each occurrence Bodily Injury and Property Damage
    - $1,500,000 Personal and Advertising Injury
    - $2,000,000 aggregate for products liability-completed operations
    - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Convergint Technologies LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Vincent Piau F5EF830B0816437...
By: _____	By: _____
Jeremy Schwartz	Vincent Piau
Title: Chief Procurement Officer	Title: Vice President SLED & Federal
Date: 3/4/2025 | 11:01 AM CST	Date: 3/4/2025 | 8:35 AM CST

RFP 121024 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name:	Convergint
Address:	One Commerce Drive Shaumburg, IL 60173
Contact:	Veronica Miglin
Email:	veronica.miglin@convergint.com
Phone:	207-239-2903
HST#:	36-4444620

Submission Details

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Submitted On:	Monday December 09, 2024 14:08:22
Submitted By:	Veronica Miglin
Email:	veronica.miglin@convergint.com
Transaction #:	95064623-1a4b-439a-afc5-fef5b5dbd3db
Submitter's IP Address:	74.65.166.210

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Convergint Technologies LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes. Convergint Technologies LLC is the legal entity that is properly licensed to enter into a legal agreement with your organization to perform work and is required to be the named entity on all contracts, purchase orders, and legal documents.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	To better service our customers and Sourcewell members across the US and Canada, Convergint continues to acquire successful businesses that enhance our national reach and coverage. The following acquisitions operating under Convergint Technologies LLC include Integrated Security Systems (ISS), ESSCO, Smith Hamilton, and Beckwith Electronic Engineering.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	PXB2X38X4V11	*
5	Provide your NAICS code applicable to Solutions proposed.	56162	
6	Proposer Physical Address:	Convergint Technologies LLC is located at One Commerce Drive, Schaumburg, IL 60173	*
7	Proposer website address (or addresses):	www.Convergint.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Contact | Vincent Piau Title | Vice President, SLED & Federal Address | One Commerce Drive, Schaumburg, IL 60173 Email | Sourcewell@convergint.com Phone | (301) 641-9616	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Contact | Veronica Miglin Title | National Government Contracts Manager Address | One Commerce Drive, Schaumburg, IL 60173 Email | Sourcewell@convergint.com Phone | (207) 239-2903	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Contact | Shelley Andrews Title | Regional Director | Contract Vehicles Manager Address | One Commerce Drive, Schaumburg, IL 60173 Email | Sourcewell@convergint.com Phone | (509) 998-1503	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*

12	What are your company's expectations in the event of an award?	Since our original contract began in 2021, Convergint anticipates continuing our double-digit sales growth, a trend established. Sourcewell quickly emerged as our premier cooperative purchasing program based upon several foundational principles integral to our organizations. We are dedicated to upholding the following core principles, rooted in our founding values of quality and integrity: • Our core V's & B's • A shared vision and mission focused on serving customers for life • Commitment to serving and giving back to our communities • Collaborative goals aimed at driving new sales and overall revenue growth	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Convergint's focus consistently exceeds expectations regarding implementing complex electronic security and fire systems. As an award-winning full-service global integrator who designs, builds, finances, and maintains building technology infrastructure systems, our corporate strength and financial stability leverage our diverse capabilities globally. Convergint is the world's largest privately held security systems integrator, with over 23 years of experience supporting customers like Sourcewell and Canoe and its members. Since its incorporation in 2001, Convergint has grown an average of 15% yearly. In 2023, we achieved over $2.4B in total revenue, with a projected revenue of $2.7B for 2024. We now have 200+ locations around the globe and over 10,000 colleagues. Please see the separately uploaded Convergint 2023 AFS-Confidential.pdf for the Convergint CONFIDENTIAL audited financials from 2023 to prove financial stability. The CONFIDENTIAL audited financials are not to be shared outside the RFP Evaluation Committee.	*
14	What is your US market share for the Solutions that you are proposing?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We have not filed for or been involved in any bankruptcies.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Convergint operates as an integrator, reseller, and service provider. Our colleagues around the US handle all aspects of each project. If a project scope requires additional support, we leverage our Subcontractor workforce as needed.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Convergint complies with all applicable national, state, and local licensing requirements and holds certifications for our products and services, where available from the manufacturer. We maintain the necessary business licenses in all relevant jurisdictions to conduct our core operations, including installing and maintaining security and life safety products. Additionally, we ensure that our field technicians possess the appropriate licenses each jurisdiction requires to perform their work. For example, many states mandate that technicians be state-licensed to work on alarm systems (low voltage), and electrical licenses are required for commercial electrical work. Convergint carries and maintains the certifications required to perform our duties. We carry man-lifts, specific manufacturer certifications for software and hardware platforms, and industry certifications such as Occupational Safety and Health Administration (OSHA) level 10 and 30 as applicable, American Society for Industrial Security (ASIS) Certified Protection Professional or various levels of National Institute for Certification in Engineering Technologies (NICET) certification.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Convergint has not had any suspensions or debarments applied to our organization in the company's history.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In addition to being named the #1 Systems Integrator in SDM Magazine's 2024 Top Systems Integrators Report for the seventh year in a row, Convergint continuously wins awards industrywide, with our partners, in our communities, for special causes, as a top employer, and recognizing our outstanding colleagues. Please see below for a snapshot of recent awards received by Convergint. • Marketing Partner of the Year, Axis Communications 2024 • Integrator of the Year, Inavate APAC Awards, Convergint Australia 2024 • Alberta's Top Employers for 2024, 2023, 2022 • AMAG Technology, Eagle Award 2023 • Salto North America National Partner of the Year Award 2023 • Genetec Partner of the Year, USA National 2023 • Motorola Solutions Video Security Partner of the Year 2023 • HIRE Vets Medallion Award 2023 • Axis Communications National Systems Integrator of the Year 2023 • Co-Founder and Executive Chairman, Dan Moceri – Security Industry Association's (SIA) 2023 George R. Lippert Award • Enterprise Partner of the Year Award, Genetic 2022 • LenelS2 Federal Government Top Ten Award 2022 • Companies That Care U.S. Honor Roll 2021 • Integrator of the Year by Axis Communications 2020 • Financial Market Partner of the Year by Axis Communications 2020 • Siklu's 2020 Integrator of the Year 2020 • North American Strategic Partner of the Year by Genetec 2019 • City Surveillance Partner of the Year by Axis Communications 2019 • Convergint Canada - Integrator of the Year by SP&T Magazine for City of Calgary Projects 2019 To see a complete list of our awards, please visit our website: www.convergint.com/news/awards/.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
22	What percentage of your sales are to the education sector in the past three years?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Convergint does not currently hold any GSA contracts or SOSAs.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Temecula, CA	Michael K. Heslin	(951) 308-6321	*
Princeton University, NJ	Keith Tuccillo	(609) 258-8983	*
Wayne County Public Schools, NC	Dr. Tim Harrell	(919) 795-1654	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Convergint has 624+ Account Executives and Sales colleagues in over 70 CTCs in the US and Canada to market this contract to customers and Sourcewell members.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Convergint fosters strong partnerships with hundreds of leading technology providers, offering our customers a diverse range of best-in-class solutions. This approach enables us to deliver customized, cost-effective products and services tailored to your needs. Rather than restricting Sourcewell to a single provider or manufacturer, we advocate for non-proprietary systems. This strategy helps you avoid sole-source dependency while ensuring long-term flexibility and cost efficiency.	*
28	Service force.	Convergint has over 200 CTCs worldwide, each open from 8:00 AM to 5:00 PM local time. Emergency service requests can be directed to any local office. Calls outside regular business hours are automatically forwarded to our 24/7 call center for prompt assistance. Each CTC is staffed with a team of installation and service technicians, with the number of technicians varying by office and region to best support local needs.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Convergint manages all orders from order receipt through delivery to the customer. Once an order is received from a customer, it goes through our internal "booking" process. Depending on the equipment being ordered, a Convergint colleague places the order through either the product manufacturer or an authorized dealer. The equipment is then delivered to the local CTC and provisioned to the specific project. Our field specialists will typically transport the material from our CTC to the job site. For projects that are software only or software licenses, Convergint may receive and deliver those products via e-mail or secure file transfer protocol (FTP).	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Canadian Entity, Convergint Technologies LTD, is headquartered in Calgary, AB. Convergint has 18 locations across Canada, each offering comprehensive sales and service capabilities. In less than three (3) years, we have assisted Canoe customers with over $3.5M (USD) in sales. We are eager to continue our partnership with Canoe/Sourcewell to be our customers' best service provider in North America. As outlined in our above response, Convergint's key differentiators set us apart as one of the few providers fully equipped to deliver services that address Sourcewell's participating entities' unique needs in both the US and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Convergint can provide full service by utilizing the Sourcewell/Canoe contracts in all US states and Canada, with the exception of the State of Hawaii.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Convergint can service all sectors with all services outlined in the contract. There is no limitation.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Convergint has a CTC in Alaska; therefore, the entire State is serviced. Currently, we do not have CTCs in Hawaii or the US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Convergint will extend the terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Convergint's technology and digital data portion of our plan will consist of the following, but not limited to, the following strategies: • Updated co-branded press release through a digital marketing campaign on social media, including LinkedIn, Twitter, Instagram, YouTube, etc • Outbound activity models leverage our Sales Development Reps (telemarketing), including email and appointment-setting campaigns. • Updated dedicated Sourcewell internet web-based homepage; points of contact, contract information and services offered, customer-specific value proposition, and marketing materials. • Demand generation through Convergint-specific customer forums and webinars includes cooperative purchasing power, highlighting our Sourcewell program. Our dedicated SLED Data and Analytics team utilizes advanced internal dashboards to track customer metadata, industry trends, and campaign performance metrics, including engagement rates. The SLED Contract Vehicles team also maintains its own dashboard, which helps us identify key areas of Sourcewell customer engagement. This allows us to focus marketing efforts on areas that would benefit most from continued marketing efforts.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Convergint does not offer its solutions through an e-procurement ordering process.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Convergint offers a range of training options at various levels for participating entities. Below are some of the training programs we offer: Ancillary Training | For operational training on low-complexity systems, such as alarm systems (covering tasks like arming/disarming the system and adding/deleting user codes), one-on-one training is typically provided at no charge during installation. Onsite Classroom Training | Onsite classroom training typically involves a field specialist delivering light to moderate complexity content in a classroom setting, potentially utilizing the newly installed Video or Access Control system as a training tool. This training generally incurs an hourly fee and a cost for training materials. Platform Certification Training | This training is conducted either at the manufacturer's training facility or at the customer's site, typically by the manufacturer's dedicated training staff. Upon completion, end-users receive a certification. The training may include additional costs for travel, per diem, training fees, computer rentals, and documentation.	*

42	Describe any technological advances that your proposed Solutions offer.	As the world's largest security systems integrator, Convergint maintains strong relationships with the world's leading technology partners and can access leading research and market intelligence to provide customers with new and best-in-class solutions. We understand that the technology landscape is rapidly evolving, with billions of Internet of Things (IoT) devices at the cutting edge, and industries are seeing this massive transformation. This is how Convergint differentiates from our competition. In working with Convergint and our technology partners, our customers can make the right decisions and gain a competitive advantage with innovative solutions designed to analyze their digital workspace, identify opportunities, drive revenue, and reduce costs. Through automation and integration, Convergint can help Sourcewell and its members continue to be digital leaders and introduce new cutting-edge technology. Convergint's Managed Services Team promotes, develops, and researches technology as a primary business functions. This team offers innovative services and solutions for mission-critical markets to deliver measurable business results. Along with our partnerships with the world's leading technology partners, Convergint is able to lead today's technology evolution and keep on the pulse of the rapidly changing landscape. While our customers are accelerating their digital transformation strategies and shifting focus to what this new technology will mean, Convergint is adapting to solving these new customer problems with innovative solutions. By layering this new transformative technology on top of existing solutions, Convergint can add value and drive business intelligence across Sourcewell and its members. For more detailed information on innovation at Convergint, please see our Technology Innovation Series website: www.convergint.com/innovation-newsroom/	*
43	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
44	Explain your organization's approach to cyber security as it relates to your proposed solutions.	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
45	Describe your security information management systems and their integration capabilities with technologies such as incident management, access control and monitoring, video surveillance, etc.	Convergint specializes in designing, installing, and servicing advanced electronic security solutions that are seamlessly integrated to meet the needs of commercial, industrial, and government customers. Whether serving single-site operations or global, multi-site enterprises, Convergint tailors each solution to address current security requirements while accommodating future growth and evolving needs. Access Control Convergint is an authorized VVAR for several industry-leading card access manufacturers. We specialize in complex enterprise card access applications, especially those involving Internet Protocol (IP)-based video, intrusion systems, smartcards, human resource databases, etc. Convergint has the right solution and technical support to complete a project on time and on budget, no matter what card access is needed. Physical Security Information Management One of the fastest-growing areas in electronic security is Physical Security Information Management (PSIM). As more security platforms migrate to IP-based technology, customers are seeking innovative ways to integrate these different technologies, become more proactive with policy-based system decisions, and, at the same time, drive down the cost of ownership associated with the systems they manage. Managing disparate platforms and operating systems is becoming increasingly complex, and most simply do not have the budget for a "rip and replace" strategy. A PSIM system allows customers to leverage the systems they already have in place and "normalize" the user interface.	*

46	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Convergint is dedicated to developing a company culture where leadership and individual colleagues are committed to "making responsible decisions" to ensure the health and safety of our colleagues, customers, business associates, and the communities in which we operate. Convergint strives to minimize environmental impact in the course of business and to conserve resources whenever possible. Decision-making considers sustainability, and company practices should integrate social, economic, and environmental considerations to meet present needs without compromising the needs of future generations. Convergint monitors the use of fuel, electrical energy, water, paper, and waste products. Convergint expects its colleagues to handle products safely and efficiently, to conserve and recycle our by-products, and to minimize our waste. Worksite assessments conducted by Convergint colleagues include consideration for the surrounding habitat. Highlights • Our UK office has achieved the following: o Carbon Footprint™ awarded to Convergint Technologies UK LTD a certificate of carbon neutrality. o The British Assessment Bureau awarded Convergint Technologies UK LTD an ISO 14001:2015 certification for installing and maintaining CCTV and access control systems for UK and European customers. • Our US offices are using Green Project Technologies to measure their carbon footprint through their fleet and leased properties.	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
48	Describe any sustainable attributes your products offer such as energy efficiency, use of sustainable materials, LED lighting, smart controls, etc.	As a systems integrator, Convergint does not have our own manufactured products; we specialize in integrating different software and hardware products from various vendors into customized solutions for our customers. As such, we cannot speak to these products' sustainable attributes.	*
49	Describe how your products contribute to users’ health and safety due to touchless, remote, or mobile access capabilities.	As a systems integrator, Convergint does not have our own manufactured products; we specialize in integrating different software and hardware products from various vendors into customized solutions for our customers. As such, we cannot speak to these products' contribution to their users’ health and safety due to touchless, remote, or mobile access capabilities.	*
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Please see the attached document Convergint Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
52		Minority Business Enterprise (MBE)	○ Yes ◉ No	Please see the attached document Convergint Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
53		Women Business Enterprise (WBE)	○ Yes ◉ No	Please see the attached document Convergint Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
54		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Please see the attached document Convergint Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
55		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Please see the attached document Convergint Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Please see the attached document Convergint Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
57		Small Business Enterprise (SBE)	○ Yes ◉ No	Please see the attached document Convergint Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
58		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Please see the attached document Convergint Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*
59		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Please see the attached document Convergint Subcontractor Hiring Process.pdf under the WMBE/MBE/SBE or Related Certificates upload folder.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. Please note that Convergint may opt to invoice for a portion of the award based on the percentage of work completed and/or a Schedule of Values (Progress Billing). Convergint may also opt to invoice start-up costs incurred to perform under the contract (Mobilization Billing) promptly. Convergint accepts standard Automated Clearing House (ACH) and checks payments. Convergint also accepts credit cards used within our portal.	*

61	Describe any leasing or financing options available for use by educational or governmental entities.	Convergint works with leasing programs that are specifically designed for public entities and their legal requirements, such as National Cooperative Leasing (NCL), a Sourcewell-awarded leasing contract. In addition, Convergint offers the Convergint FlexPay program. FlexPay- Flexible Technology Utilization Agreements include: • Tailored solutions • Simple contracting • Flexible options to evolve with business needs • Payment plans built for your budget We understand the need for these leasing programs when the total project cost doesn't fit into the customer's budget, just the annual lease payments, which usually multiply purchasing power by three (3) to five (5) times.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Convergint does not accept P-cards as a form of payment. Payments can be processed via check, ACH, or credit card using our portal. Credit card payments cannot be submitted by phone or email to be processed; the portal must be used.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Convergint's proposed pricing model for the US is based on online-item discounts. Our labor pricing is based on growth and alignment with geographical market trends relative to our CTC locations. The labor prices are subject to change per market conditions; they will be refreshed via the Products & Pricing Request (PCP) Form at a frequency of at least annually. Our discount pricing for proposals utilizing the Sourcewell contract is based on "Fully Loaded" pricing. The "Fully Loaded" rate includes all applicable taxes, warranty, freight, shipping and handling, pre-delivery inspection, installation, setup, mandatory training, or initial inspection, and any other fees associated with the project. Please Note: Prevailing Wages are excluded but will be priced where required at an increase not to exceed 25%. Union Rates are not included but will be priced where required at an increase not to exceed 25%. For Time and Material (T&M) service work, Trip/Truck Charges are subject to a $75.00 environmental fee. Our Vendor Cost Proposal and products we can offer to Sourcewell members are attached as "Pricing Document—Sourcewell 121024.pdf" and "Contract Vehicle Line Card—Sourcewell 121024.pdf," respectively.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	In the pricing proposal, Convergint will provide up to 56% discount from the manufacturer's suggested retail price (MSRP).	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Convergint's volume discounts are determined on a case-by-case basis. Convergint does not offer any rebate programs.	*
67	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Convergint has identified projects that utilize analytical materials outside of what we are able to source. "Sourced" or "Open Market" items will be priced at the quote level.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Convergint's proposed pricing for projects and Customer Support Programs (CSPs), these costs are managed within the Fully Loaded Rate. Convergint has identified, in the case of service work and T&M, that freight, delivery, or shipping items are supplied within "Off Fully Loaded List Price" model as identified in Question 64 and our Vendor Cost Proposal.	*

69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Convergint's proposed pricing for projects and Customer Support Programs (CSPs), these costs are managed within the Fully Loaded Rate. Convergint has identified, in the case of service work and T&M, that freight, delivery, or shipping items are supplied within "Off Fully Loaded List Price" model as identified in Question 64 and our Vendor Cost Proposal.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Convergint's proposed pricing for projects and Customer Support Programs (CSPs), these costs are managed within the Fully Loaded Rate. Convergint has identified, in the case of service work and T&M, that freight, delivery, or shipping items are supplied within "Off Fully Loaded List Price" model as identified in Question 64 and our Vendor Cost Proposal.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Convergint can provide a potential option. If the delivery site is close to the ordering CTC, in-person delivery options may be available. The CTC will make that determination at the time an order is placed.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Convergint has a strict compliance policy that ensures that all proposals are reviewed for compliance before submission to the customer. Each proposal is tracked, and the Convergint Contract Vehicle Team conducts a regular internal self-audit to ensure that all awards are reported and all proposals are reviewed.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Convergint's Contract Vehicles Team maintains several metrics that help determine our contracts' success. A few examples of metrics we are tracking include the following: • Total number of reviews • Booked sales for the year using contract vehicles • Booked value by CTC • Booked value by the Account Executive • Booked by customer name • Booked per vehicle • Quote reviews per vehicle	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Convergint is proposing a 1% per-unit administrative fee for all on-contract material and labor.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	This contract pricing aligns with existing or current contracts in which Convergint understands the value of keeping the pricing comparable between the contracts that we offer our government customers, whether with our Sourcewell contract or other cooperative contract vehicles.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Please see "Convergint Response to Sourcewell RFP" uploaded in the Additional Documents section of the portal.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see our response to Question 76 for complete details.	*

Table 78: Depth and 8readth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
78	Alarm and signal systems	(•) Yes ( ) No	Offered	*
79	Building security automation and integration, motion-controlled lighting, occupancy detection	(•) Yes ( ) No	Offered	*
80	Fire detection, sprinkler and suppression systems	(•) Yes ( ) No	Offered	*
81	Intrusion and breach prevention and detection	(•) Yes ( ) No	Offered	*
82	Glass and window security, armor, and ballistic applications	(•) Yes ( ) No	Offered	*
83	Closed circuit television (CCTV), surveillance, and recording	(•) Yes ( ) No	Offered	
84	Facility and parking access control	(•) Yes ( ) No	Offered	
85	Robotic and Artificial Intelligence (AI) surveillance	(•) Yes ( ) No	Offered	
86	Biometric scanning and screening	(•) Yes ( ) No	Offered	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing Document - Sourcewell 121024 combined.pdf - Friday December 06, 2024 15:55:37
- Financial Strength and Stability - Convergint 2023 AFS - Confidential.pdf - Friday December 06, 2024 12:27:35
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates - Convergint Subcontractor Hiring Process.pdf - Friday December 06, 2024 12:28:21
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Convergint Requested Exceptions.zip - Friday December 06, 2024 12:26:44
- Upload Additional Document - Convergint Response to Sourcewell RFP.pdf - Friday December 06, 2024 15:05:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Vincent Piau, VP of SLED/Federal, Convergint Technologies LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Facility_Security_RFP_121024 Tue December 3 2024 09:47 AM	☑	1
Addendum_11_Facility_Security_RFP_121024 Tue November 26 2024 12:32 PM	☑	1
Addendum_10_Facility_Security_RFP_121024 Mon November 25 2024 11:16 AM	☑	2
Addendum_9_Facility_Security_RFP_121024 Thu November 21 2024 10:09 AM	☑	1
Addendum_8_Facility_Security_RFP_121024 Wed November 20 2024 12:42 PM	☑	2
Addendum_7_Facility_Security_RFP_121024 Mon November 18 2024 07:14 PM	☑	1
Addendum_6_Facility_Security_RFP_121024 Thu November 14 2024 11:04 AM	☑	1
Addendum_5_Facility_Security_RFP_121024 Fri November 8 2024 12:29 PM	☑	2
Addendum_4_Facility_Security_RFP_121024 Thu November 7 2024 03:06 PM	☑	1
Addendum_3_Facility_Security_RFP_121024 Fri November 1 2024 04:14 PM	☑	1
Addendum_2_Facility_Security_RFP_121024 Fri November 1 2024 10:38 AM	☑	2
Addendum_1_Facility_Security_RFP_121024 Fri October 25 2024 01:54 PM	☑	1

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Proposal Evaluation
Facility Security Systems, Equipment, and Software with Related Services RFP #121024

	Possible Points	All State Communications	Alltrees, LLC	American Signal Corporation	APi National Service Group	Bluum	Care Security Systems	CentrAlert Inc	Civic Tech Solutions	Convergint	Cosco Fire Protection, Inc	Covert Security Solutions Inc.	Delta Services LLC	Everon, LLC
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	35	35	37	42	38	37	36	33	42	36	34	38	43
Ability to Sell and Deliver Solutions	150	99	101	107	130	113	103	102	93	131	104	106	106	126
Marketing Plan	100	71	67	65	81	77	75	75	77	86	72	76	74	82
Value Added Attributes	100	67	72	68	69	70	71	71	69	80	70	73	71	77
Pricing	400	269	269	300	310	285	293	302	283	328	255	297	267	336
Depth and Breadth of Offered Solutions	200	130	137	129	155	143	143	133	138	176	130	145	141	166
Total Points	1,000	671	681	706	787	726	722	719	693	843	667	731	697	830
Rank Order		35	33	26	7	22	23	24	29	4	36	18.5	28	5

	Possible Points	flip lok llc	Garrett Metal Detectors	Genetec, Inc.	Guardian School Security Systems	Honeywell	Integrated Fire & Security Solutions Inc	Johnson Controls, Inc.	Managed Methods	March Networks, Inc.	MIDL Technology Inc.	Montel Technologies, LLC	Motorola Solutions, Inc.
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	-	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	36	37	40	37	43	33	44	-	35	35	36	38
Ability to Sell and Deliver Solutions	150	111	99	120	109	129	96	135	-	112	106	106	114
Marketing Plan	100	78	65	73	78	79	68	85	-	69	77	80	63
Value Added Attributes	100	75	64	73	75	80	66	85	-	71	75	75	77
Pricing	400	296	301	308	284	344	276	343	-	318	296	325	282
Depth and Breadth of Offered Solutions	200	135	124	146	145	174	141	179	-	138	144	148	155
Total Points	1,000	731	690	760	728	849	680	871	-	743	733	770	729
Rank Order		18.5	30.5	11	21	3	34	1	-	14	17	10	20

	Possible Points	NetSource Educational Technologies, LLC	Packetalk	Pavion Corp	PLATINUM NETWORKS GROUP LLC	PVPII-FNSS Aqcuisition, Inc. dba Global GRAB Technologies, Inc.	Real Time Networks Inc.	Securitas Technology Corporation	Siemens Industry, Inc.	Skyline Technology Solutions, LLC.	Sonitrol Services of New York Inc	The Cook and Boardman Group, LLC	USA Security
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	36	36	39	37	39	41	43	45	38	34	40	35
Ability to Sell and Deliver Solutions	150	96	111	115	103	106	127	122	133	121	88	126	95
Marketing Plan	100	64	64	77	69	76	87	75	81	76	70	81	68
Value Added Attributes	100	61	72	74	76	73	79	74	86	72	72	71	65
Pricing	400	291	265	276	317	329	307	326	345	282	301	303	310
Depth and Breadth of Offered Solutions	200	138	142	161	150	135	137	158	177	150	139	160	140
Total Points	1,000	686	690	742	752	758	778	798	867	739	704	781	713
Rank Order		32	30.5	15	13	12	9	6	2	16	27	8	25

DocuSigned by:
Brandon Town
7BCA83CDB377421...
Brandon Town, NIGP-CPP, CPSM, CPSD
Senior Procurement Analyst

DocuSigned by:
Julie Riebe
74DB922AE0B4411...
Julie Riebe
Procurement Analyst II

Signed by:
Joshua Young
6532AB36AAD6496...
Joshua Young, CPPB, NIGP-CPP
Procurement Analyst II

DocuSigned by:
Nicole Lueth
357BE3B136A34E1...
Nicole Lueth
Procurement Analyst

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SOURCEWELL
STATE OF MINNESOTA

Member Nagel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

9/17/2024

Resolution No. 2024_27

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kicker, Dahlberg

and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

Signed by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - September 2024

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Risk Management, Employee Benefits, and Insurance Consulting Services

Requesting Board permission to Re-Solicit the following categories:

Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services
Grounds Maintenance Equipment and Related Technology Solutions
Plastic Refuse and Recycling Containers with Related Technology Solutions
Facility Security Systems, Equipment, and Software with Related Services

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
None		

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Prophet Corp./Gopher Sport	071819-PRO	*"Athletic and Physical Education Equipment and Supplies with Related Accessories"*
Parkeon	080321-PRK	*"Parking Management Systems with Related Equipment, Supplies and Services"*
Quicket	080321-QKT	*"Parking Management Systems with Related Equipment, Supplies and Services"*
Gtechna	080321-GTE	*"Parking Management Systems with Related Equipment, Supplies and Services"*
T2 Systems	080321-TSI	*"Parking Management Systems with Related Equipment, Supplies and Services"*
Tyler Technologies	090320-TTI	*"Public Sector and Education Administration Software Solutions with Related Services"*
Hyland Software	090320-HYL	*"Public Sector and Education Administration Software Solutions with Related Services"*
Phoenix Business	090320-PNX	*"Public Sector and Education Administration Software Solutions with Related Services"*

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
Anthony Flooring Company, LLC	OH-R2-F-071124-AFL	Region 2 - Flooring
Command Roofing Co.	OH-R1-RW-071124-CRC	Region 1 - Roofing/Waterproofing
Command Roofing Co.	OH-R3-RW-071124-CRC	Region 3 - Roofing/Waterproofing
Command Roofing Co.	OH-R4-RW-071124-CRC	Region 4 - Roofing/Waterproofing
C. G. Egli, Inc.	OH-R3-HVAC-071124-CGE	Region 3 - HVAC/Mechanical
C. G. Egli, Inc.	OH-R4-HVAC-071124-CGE	Region 4 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R1-GC-071124-CCG	Region 1 - General Contracting
Custom Controls Group, LLC	OH-R1-HVAC-071124-CCG	Region 1 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R1-E-071124-CCG	Region 1 - Electrical
Custom Controls Group, LLC	OH-R2-GC-071124-CCG	Region 2 - General Contracting
Custom Controls Group, LLC	OH-R2-HVAC-071124-CCG	Region 2 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R2-E-071124-CCG	Region 2 - Electrical
Custom Controls Group, LLC	OH-R3-GC-071124-CCG	Region 3 - General Contracting
Custom Controls Group, LLC	OH-R3-HVAC-071124-CCG	Region 3 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R3-E-071124-CCG	Region 3 - Electrical
Custom Controls Group, LLC	OH-R4-GC-071124-CCG	Region 4 - General Contracting
Custom Controls Group, LLC	OH-R4-E-071124-CCG	Region 4 - Electrical
Custom Controls Group, LLC	OH-R5-GC-071124-CCG	Region 5 - General Contracting
Custom Controls Group, LLC	OH-R5-HVAC-071124-CCG	Region 5 - HVAC/Mechanical
Custom Controls Group, LLC	OH-R5-E-071124-CCG	Region 5 - Electrical
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R1-GC-071124-FHP	Region 1 - General Contracting
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R2-GC-071124-FHP	Region 2 - General Contracting
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R3-GC-071124-FHP	Region 3 - General Contracting
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R4-GC-071124-FHP	Region 4 - General Contracting
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R5-GC-071124-FHP	Region 5 - General Contracting
G & B Electric Co.	OH-R2-E-071124-GBE	Region 2 - Electrical
G & B Electric Co.	OH-R3-E-071124-GBE	Region 3 - Electrical
Johnson-Laux Construction Ohio, LLC	OH-R1-GC-071124-JLC	Region 1 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R2-GC-071124-JLC	Region 2 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R3-GC-071124-JLC	Region 3 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R4-GC-071124-JLC	Region 4 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R5-GC-071124-JLC	Region 5 - General Contracting

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Ohio Paving & Construction Co.	OH-R2-PAC-071124-OPC	Region 2 - Asphalt/Paving
Ohio Paving & Construction Co.	OH-R2-C-071124-OPC	Region 2 - Concrete
Ohio Paving & Construction Co.	OH-R2-CSW-071124-OPC	Region 2 - Civil/Site Work
The Brewer Garrett Company	OH-R1-HVAC-071124-TBG	Region 1 - HVAC/Mechanical
The Brewer Garrett Company	OH-R2-HVAC-071124-TBG	Region 2 - HVAC/Mechanical
The Brewer Garrett Company	OH-R3-HVAC-071124-TBG	Region 3 - HVAC/Mechanical
The Brewer Garrett Company	OH-R4-HVAC-071124-TBG	Region 4 - HVAC/Mechanical
The Brewer Garrett Company	OH-R5-HVAC-071124-TBG	Region 5 - HVAC/Mechanical
The K Company, Inc.	OH-R1-HVAC-071124-TKC	Region 1 - HVAC/Mechanical
The K Company, Inc.	OH-R2-HVAC-071124-TKC	Region 2 - HVAC/Mechanical
The K Company, Inc.	OH-R3-HVAC-071124-TKC	Region 3 - HVAC/Mechanical
The K Company, Inc.	OH-R4-HVAC-071124-TKC	Region 4 - HVAC/Mechanical
The K Company, Inc.	OH-R5-HVAC-071124-TKC	Region 5 - HVAC/Mechanical
McDaniel's Construction Corp., Inc	OH-MBE-R3-GC-071124-MCC	Region 3 - General Contracting
McDaniel's Construction Corp., Inc	OH-MBE-R3-CSW-071124-MCC	Region 3 - Civil/Site Work
McDaniel's Construction Corp., Inc	OH-MBE-R4-GC-071124-MCC	Region 4 - General Contracting
McDaniel's Construction Corp., Inc	OH-MBE-R4-CSW-071124-MCC	Region 4 - Civil/Site Work
McDaniel's Construction Corp., Inc	OH-MBE-R5-GC-071124-MCC	Region 5 - General Contracting
McDaniel's Construction Corp., Inc	OH-MBE-R5-CSW-071124-MCC	Region 5 - Civil/Site Work
Henderson Contracting Company, Inc.	OH-MBE-R1-GC-071124-HCC	Region 1 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R2-GC-071124-HCC	Region 2 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R3-GC-071124-HCC	Region 3 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R4-GC-071124-HCC	Region 4 - General Contracting
Henderson Contracting Company, Inc.	OH-MBE-R5-GC-071124-HCC	Region 5 - General Contracting
Company Name	**Contract Number**	
IDIQ CONTRACT EXTENSIONS		
None		

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SOURCEWELL
STATE OF MINNESOTA

Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

3/24/2025

Resolution No. 2025_13

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)
Zylka, Thiel, Nagel, Kircher, Dahlberg, Kicker, and Barrows
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - March 2025

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Indefinite Deliver Indefinite Quantity - State of Utah

Requesting Board permission to Re-Solicit the following categories:

Restroom and Shower Facility Solutions

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
APi National Service Group, Inc.	121024-API	*Facility Security Systems, Equipment and Software with Related Services*
Convergint Technologies, LLC	121024-CTL	*Facility Security Systems, Equipment and Software with Related Services*
Everon, LLC	121024-EVER	*Facility Security Systems, Equipment and Software with Related Services*
Honeywell International, Inc.	121024-HNY	*Facility Security Systems, Equipment and Software with Related Services*
Johnson Controls Fire Protection, LP	121024-JHN	*Facility Security Systems, Equipment and Software with Related Services*
Securitas Technology Corporation	121024-SCS	*Facility Security Systems, Equipment and Software with Related Services*
Siemens Industry, Inc.	121024-SIE	*Facility Security Systems, Equipment and Software with Related Services*
Bandit Industries, Inc.	010925-BAN	*Tree Maintenance Equipment, Attachments & Accessories*
FAE USA, Inc.	010925-FAE	*Tree Maintenance Equipment, Attachments & Accessories*
Fecon, LLC	010925-FECON	*Tree Maintenance Equipment, Attachments & Accessories*
Morbark, LLC	010925-MBI	*Tree Maintenance Equipment, Attachments & Accessories*
Truckcorp, LLC	010925-TRK	*Tree Maintenance Equipment, Attachments & Accessories*
Vermeer Manufacturing Company	010925-VRM	*Tree Maintenance Equipment, Attachments & Accessories*
Acrisure, LLC	012125-ACS	*Risk Management, Employee Benefits, and Insurance Consulting Services*
Alliant Insurance Services, Inc.	012125-AIS	*Risk Management, Employee Benefits, and Insurance Consulting Services*
Aon Risk Services Central, Inc.	012125-AON	*Risk Management, Employee Benefits, and Insurance Consulting Services*
Arthur J. Gallagher Risk Management Services, LLC	012125-GLG	*Risk Management, Employee Benefits, and Insurance Consulting Services*
Consumer Capital Group Corp	012125-CNC	*Risk Management, Employee Benefits, and Insurance Consulting Services*
WHA Insurance Agency, LLC	012125-WHA	*Risk Management, Employee Benefits, and Insurance Consulting Services*
Ecopest, Inc.	012825-ECO	*Pest Control Services with Related Products*
Orkin Canada Corporation	012825-ORKN	*Pest Control Services with Related Products*
Orkin, LLC	012825-ORK	*Pest Control Services with Related Products*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
GapVax	101221-GPV	*Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies*
Holland Pump	101221-HLD	*Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies*
Sewer Equipment	101221-SCA	*Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies*
Thompson Pump	101221-TPM	*Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies*
Vac-Con	101221-VAC	*Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies*
Vactor Manufacturing	101221-VTR	*Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies*
Pitney Bowes	011322-PIT	*Mailing and Postage Equipment and Technology*
Quadient	011322-QDT	*Mailing and Postage Equipment and Technology*
Jasper Holdings	032521-JAS	*Aftermarket Vehicle Parts and Supplies*
Atlantic Diving Supply (ADS)	011221-ADS	*Body Armor with Related Accessories, Equipment and Services*
Mohawk Lifts	121223-MRL	*Vehicle Lifts with Garage and Fleet Maintenance Equipment*
IP Access	042021-IAC	*Public Safety Communications Technology and Hardware Solutions*

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
None		
IDIQ CONTRACT EXTENSIONS		
Company Name	**Contract Number**	
None		

RFP #121024
REQUEST FOR PROPOSALS
for
Facility Security Systems, Equipment, and Software with Related Services

Proposal Due Date: December 10, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility Security Systems, Equipment, and Software with Related Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 10, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	October 22, 2024
Pre-proposal Conference:	November 19, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	December 2, 2024, 4:30 p.m., Central Time
Proposal Due Date:	**December 10, 2024, 4:30 p.m., Central Time** Late responses will not be considered.
Opening:	December 10, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be

limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.
Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Facility Security Systems, Equipment, and Software with Related Services, including, but not to be limited to:
    a. Alarm and signal systems;
    b. Building security automation and integration, motion-controlled lighting, occupancy detection solutions;
    c. Fire detection, sprinkler and suppression systems;
    d. Intrusion and breach prevention and detection solutions;
    e. Glass and window security, armor, and ballistic applications and solutions;
    f. Closed circuit television (CCTV), surveillance, and recording solutions;
    g. Facility and parking access control solutions;
    h. Robotic and Artificial Intelligence (AI) surveillance solutions; and
    i. Biometric scanning and screening.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or services being proposed in 1. a.– i. above including but not limited to training, consultative, monitoring, administrative, maintenance, mobile, remote, and smart access control, technical support services, emergency alert or call solutions, cloud-based security and integrated security management systems and supplies.

2. The primary focus of this solicitation is on Facility Security Systems, Equipment, and Software. This solicitation should NOT be construed to include:
    a. Body-worn or vehicle-mounted cameras;
    b. Security personnel services;
    c. Public sector and education software solutions;
    d. Unmanned and remotely operated vehicles and related technology;
    e. Fleet management software solutions; or
    f. General technology and software and services.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell

retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD $160M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement

reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.
In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
   c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

10/25/2024

Addendum No. 1
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this bid require an 'MSA'? [sic]

Answer 1:

Refer to RFP section IV. Master Agreement.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 10/25/2024, is required at the time of proposal submittal.

11/1/2024

Addendum No. 2
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following amendment to be part of the above-titled solicitation documents.

Line Item 76 is amended as follows:

Provide a detailed description of all the Solutions offered, including used Solutions offered if applicable, in the proposal.

***

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Line Item 76 has an error in this question, it doesn't read correctly: Provide a detailed description of all the Solutions offered, including used, offered in the proposal. ('Including Used') needs more context. [sic]

Answer 1:
Refer to amendment above.

Question 2:

The new RFP 121024 that we've been discussing does cover a lot of Canada interests… However, we noticed this other RFP, APC Reference # AB-2024-08990 for Canoe, which does seem to reference 121024. Does our submission to this 121024 cover the Canoe

APC RFP also? Just ensuring that we do not need to respond to that APC RFP. Thank you. [sic]

Answer 2:

Refer to RFP Section I., Article B. It appears as if the Sourcewell Request for Proposals has been reposted. Please refer to the Sourcewell Procurement Portal for complete RFP information.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/1/2024, is required at the time of proposal submittal.

11/01/2024

Addendum No. 3
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Lighting include in the proposition as equipment (off-Grid Lighting) [sic]

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/01/2024, is required at the time of proposal submittal.

11/07/2024

Addendum No. 4
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

With the bid being public, can any information provided be submitted as confidential? For example, when providing references, can we submit under a separate cover that would be marked confidential and not be published to maintain client privacy.

Answer 1:

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/07/2024, is required at the time of proposal submittal.

11/08/2024

Addendum No. 5
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is my CAGE code or Unique Entity Identifier (SAM)?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP. Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

Question 2:

What is my NAICS code applicable to Solutions proposed?

Answer 2:

Sourcewell utilizes the North American Industry Classification System (NAICS) within the Sourcewell Procurement Portal to allow prospective vendors the ability to broadly identify the types of equipment, products, or services applicable to them at the time of account creation. Prospective vendors who select one or more commodity codes receive system-generated notifications by email of new Sourcewell opportunities matching their commodity code selection.

For this RFP (and all cooperative purchasing contract opportunities), Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, or services falling within the requested equipment, products, or services as described in RFP Section II. B.

Question 3:

Is there anything preventing me from bidding?

Answer 3:

Refer to RFP Section V. E. for Sourcewell General Proposal Requirements. Sourcewell Participating Entities (Higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada) may also have their own requirements.

Question 4:

I may have a few other vendors who would actually provide the services, bidding for this. What do I/they need to know regarding this bid?

Answer 4:

All pertinent information can be found in the RFP document and under Resource Materials on the Sourcewell Procurement Portal homepage.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/08/2024, is required at the time of proposal submittal.

11/14/2024

Addendum No. 6
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you please provide the call information or meeting link for the pre-bid proposal on 11/19/2024? Thank you [sic]

Answer 1:

Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/14/2024, is required at the time of proposal submittal.

11/18/2024

Addendum No. 7
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this for Suppliers only or integrators as well?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the method in which to propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/18/2024, is required at the time of proposal submittal.

11/20/2024

Addendum No. 8
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify on page limits:
In Step #1: Tell our Story. Did we understand that there can be up to 10 Microsoft pages per box? What is minimum font size? What is recommend font type? [sic]

Answer 1:

There is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000. The text boxes do not support the insertion of images or graphics, or different font types and sizes.

Question 2:

What is the maximum pages or size (Gigabytes) a proposal can be? [sic]

Answer 2:

Refer to the instructions for Step 2 – Documents within the Portal, “Maximum file upload size is 500 MB.”

Question 3:

Where is this RFP based/located out of? We are a California based company applying for this RFP. We want to make sure that we will be able to provide services if granted the bid. [sic]

Answer 3:

Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell participating entities or members. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details.

Question 4:

Do we have to bid nationally and Canada up front or can we limit to certian states or geography? [sic]

Answer 4:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

Question 5:

Can you limit your own participation to a certain part of the country (ex. a single state, cluster of states like the PNW) [sic]

Answer 5:

Refer to answer four.

Question 6:

In many states this line of work is licensed profession. Do we need to include licenses in our submission?

Answer 6:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposers are responsible for attaining any applicable or required business licenses for any locations they intend to offer their solutions. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/20/2024, is required at the time of proposal submittal.

11/21/2024

Addendum No. 9
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can the bid submission questions be downloaded in order to work on them collaboratively, then once I have the answers, I can transpose them into the system, or can multiple users access the bid submission at the same time?

Answer 1:

Each account within the Portal can have up to ten contacts, with each contact identified by a discrete email address. Each contact is able to edit the questionnaire table responses. However, only one contact may edit any one table at a time. Multiple representatives may edit questionnaire tables simultaneously, provided that each user is editing a different questionnaire table.

After selecting “Start Submission,” a proposer may navigate to Step 4 – “Preview Bid” and select “Preview My Bid in PDF,” if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/21/2024, is required at the time of proposal submittal.

11/25/2024

Addendum No. 10
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For Table 6A: Pricing, Question 64, is it required to provide a detailed price list for every part number covered in this proposal, or would providing a document detailing a standard product-category discount or flat rate suffice?

Answer 1:

Refer to RFP section III. Pricing. Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on Pricing.

Question 2:

For Table 6A: Pricing, Question 64, if a detailed price list for every part number is required, how should this document be sufficiently marked in order to maintain confidentiality? Much of our pricing from vendors is direct-to-dealer and the information considered proprietary-- the public disclosure of which could affect our vendor relationship integrity and business operations.

Answer 2:

Refer to RFP Section VI. E. – Disposition of Proposals related to the treatment of materials submitted in response to the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/25/2024, is required at the time of proposal submittal.

11/26/2024

Addendum No. 11
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How do you want us to treat confidentiality regarding our customers' names and phone numbers? Can we redact contact information (e.g., Table 4)? [sic]

Answer 1:

It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 11/26/2024, is required at the time of proposal submittal.

12/03/2024

Addendum No. 12
Solicitation Number: RFP 121024
Solicitation Name: Facility Security Systems, Equipment, and Software with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

May a parent company submit a proposal under a single FEIN, but allow brands that fall under it (different FEINs) to utilize the contract? If so, would purchase orders and bids need to reflect the parent company name only?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities and that they are willing to include. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 121024 posted to the Sourcewell Procurement Portal on 12/03/2024, is required at the time of proposal submittal.

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-492

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.c

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve a Partnership Agreement for Small Business Owner Mentorship between the City of Port St. Lucie and Florida Institute of Technology's weVENTURE Women's Business Center Program.

Submitted By: Elijah Wooten, Economic Development Administrator, CRA

Strategic Plan Link: The City's Goal of a diverse local economy and employment opportunities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Carly Fabien, Deputy City Attorney
2. Parties: City of Port St. Lucie and Florida Institute of Technology, Inc. d/b/a weVENTURE Women's Business Center (WBC) Program
3. Purpose: weVENTURE WBC will provide free business coaching and no to low-cost entrepreneurial training to Port St. Lucie small business owners.
4. New/Renewal/Modified: New
5. Duration: The term of this agreement is for three (3) consecutive one-year periods, commencing on the date of the agreement's approval. The agreement will automatically renew for three (3) one-year periods.
6. Benefits to Port St. Lucie: Port St. Lucie small business owners will receive free business coaching from qualified weVENTURE WBC business coaches specifically matched to their business needs. weVENTURE WBC will host three (3) events, at a City-owned location, that are free or low-cost to Port St. Lucie residents and small business owners.
7. Cost to Port St. Lucie (Annual and Potential): There is no cost for the partnership agreement with weVENTURE WBC.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the partnership agreement between weVENTURE Women's Business Center and the City of Port St. Lucie.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the partnership agreement between weVENTURE Women's Business Center and the City of Port St. Lucie.
2. Move that the Council not approve the partnership agreement between weVENTURE Women's

Business Center and the City of Port St. Lucie.

Background: weVENTURE WBC has operated as a program of the Florida Institute of Technology Bisk College of Business since 2007. weVENTURE WBC has grown to be a leading voice and resource for professional women on the Space and Treasure Coasts, significantly contributing to economic development through its support of the small business community in Brevard, Indian River, St. Lucie and Martin Counties. The Florida Institute of Technology is funded in part by a cooperative agreement with the U.S. Small Business Administration (SBA), and the annual $150,000 SBA grant serves as the foundation on which the weVENTURE WBC was built. weVENTURE WBC provides free business coaching, low and no cost business education, mentorship, and leadership development training to over 900 unique clients a year, cumulatively helping 17,000 clients in the four counties served. The purpose of the agreement is to set forth the services weVENTURE WBC will undertake in the city in exchange for partnership opportunities, marketing assistance and event coordination by the City of Port St. Lucie to weVENTURE WBC.

Issues/Analysis: The following is a summary of the City of Port St. Lucie's and weVENTURE WBC responsibilities that are outlined in the agreement.

<u>City Responsibilities</u>

- The City will provide event space at a City-owned location for weVENTURE WBC to host events for Port St. Lucie's small business owners.
- The City will permit at least three (3) weVENTURE WBC events per year but may permit more events at the City's discretion and with collaboration with weVENTURE WBC.
- The City will assist, for no fee, with marketing weVENTURE WBC events hosted at a City-owned location, including, but not limited to, advertising on the City's website, social media pages, and flyers posted in City-owned locations. The City shall assist with marketing these events at no fee to weVENTURE WBC.
- The City will include weVENTURE WBC in meetings and briefings related to economic development and support for the small business community.
- The City will recognize weVENTURE WBC as a community partner business service organization for the purposes of informing constituents of services available to them.
- The Economic Development Administrator will consider weVENTURE WBC when informed of any grants or funding opportunities relevant to the services provided by weVENTURE WBC.
- The City will consider weVENTURE WBC when hosting relevant events in which weVENTURE WBC may be able to network with the community and potential donor sources.
- The City will consider weVENTURE WBC when inviting local organizations or businesses to City events, including but not limited to workshops, community events, or informational fairs.
- The City will assist weVENTURE WBC in seeking sponsorship for each event held at a City-owned location, for the purposes of defraying or eliminating cost for City residents.

<u>weVENTURE WBC Responsibilites</u>

- weVENTURE WBC will provide free business coaching, low and no-cost business education training, and access to mentorship and leadership development programs to the Port St. Lucie's small business owners, regardless of gender.
- weVENTURE WBC will maintain a staff of highly successful and seasoned business professionals as

coaches and engage qualified subject matter experts as volunteers to work with the City's small business owners.

- weVENTURE WBC will host at least three (3) events per year, as a City-owned location, that are free or low cost to Port St. Lucie residents and small business owners.
- weVENTURE WBC shall assist the City in preparing marketing materials to be used for advertising of each event hosted by weVENTURE WBC.
- weVENTURE WBC shall consider the City for any mentorship, workshop, or other educational opportunities which may benefit small business owners in Port St. Lucie.
- weVENTURE WBC shall organize and conduct outreach programs to the residents of Port St. Lucie with special focus on the underserved business owners, including women-owned businesses and non-employer firms.
- weVENTURE WBC shall provide the City with a sponsorship packet which the City may use to help assist weVENTURE WBC in obtaining sponsorship and investments.

Financial Information: N/A

Special Consideration: N/A

Location of Project: Various City-owned properties including, but not limited to, City Hall and the Community Center.

Attachments:

1. Signed weVENTURE Women's Business Center Partnership Agreement

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25099-09

Legal Sufficiency Review:
Reviewed by Carly Fabien, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

Partnership Agreement for Small Business Mentorship and Economic Development
Between the City of Port St. Lucie and
Florida Institute of Technology's weVENTURE Women's Business Center Program

This **PARTNERSHIP AGREEMENT** for Small Business Mentorship and Economic Development ("Agreement") dated this __ day of _____, 2025, is made by and between the City of Port St. Lucie, a Florida municipal corporation (the "City") and Florida Institute of Technology, Inc. d/b/a weVENTURE Women's Business Center Program ("weVENTURE WBC").

WITNESSETH:

WHEREAS, gender disparities in entrepreneurial activities are well-established in academic research and women entrepreneurs face a wide range of challenges throughout the business lifecycle, from the pre-startup phase to navigating growth opportunities to reaching maturity; and

WHEREAS, these challenges include limited access to funding and financial resources, domestic and caregiving responsibilities, difficulties in achieving work-life balance, insufficient human capital (e.g., work experience and education), and limited social capital (e.g., professional networks); and

WHEREAS, women start new businesses at an unprecedented rate, especially in critical industries like healthcare and logistics; and

WHEREAS, according to the National Women's Business Council, from 2019 to 2023, the percentage of businesses owned by women has risen from about 25% to 39% and in Florida, women start new businesses at nearly double the rate of men–from 2022 to 2023, the rate of growth increased 4.5 times; and

WHEREAS, census data from the non-employer statistics and demographics data set indicates that women in the bottom income quartile, who are the heads of household with dependents, are the fastest growing segment of new non-employer firms; and

WHEREAS, this indicates more low income women are turning to entrepreneurship to achieve financial stability for their families, as either a primary or secondary source of income; and

WHEREAS, research has found that entrepreneurs of both genders who have access to coaching and mentorship are more likely to achieve financial stability and success, resulting in positive contribution to local economies.

WHEREAS, weVENTURE Women's Business Center ("WBC") has operated as a program of the Florida Institute of Technology Bisk College of Business since 2007 and has grown to be the leading voice and resource for professional women on the Space and Treasure Coasts, significantly contributing to economic development through its support of the small business community in Brevard, Indian River, St. Lucie, and Martin Counties; and

WHEREAS, the Florida Institute of Technology is funded in part by a cooperative agreement with the U.S. Small Business Administration (SBA), and the annual $150,000 SBA grant serves as the foundation on which the weVENTURE WBC program was built; and

WHEREAS, weVENTURE WBC provides free business coaching, low and no cost business education, mentorship, and leadership development training to over 900 unique clients a year, cumulatively helping over 17,000 clients in the four (4) counties served; and

WHEREAS, weVENTURE WBC is committed to serving entrepreneurs in Port St. Lucie and, since 2020, an annual average of twenty-six (26) unique clients from Port St. Lucie have benefited from free business coaching and business education training events; and

WHEREAS, the City is a municipal corporation existing under the laws of the State of Florida, and in the conduct of its business, desires to obtain certain business education and business coaching services for program participants in Port St. Lucie;

WHEREAS, Port St. Lucie is the 6th largest city in Florida with over 250,000 residents, is currently the 3rd largest city in South Florida, and considered one of the fastest growing metropolitan areas in the state; and

WHEREAS, the population growth in Port St. Lucie brings a potential for increase in business, specifically more small and new business owners; and

WHEREAS, Port St. Lucie has a need for services to help foster successful small business ventures and vibrant economic development within Port St. Lucie; and

WHEREAS, the purpose of this Agreement is to set forth the services weVENTURE WBC will undertake in Port St. Lucie in exchange for partnership opportunities, marketing assistance, and event coordination by the City to weVENTURE WBC programs; and

WHEREAS, weVENTURE WBC is an active not-for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the City under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the conditions contained in this Agreement, the parties agree as follows:

1. **Recitations; Authority**

   The recitations and findings set forth above are true and correct and are incorporated herein by reference.

2. **City Responsibilities**

   a. The City will provide event space at a City-owned location, including but not limited to City Hall and the Community Center, for weVENTURE WBC to host events for Port St. Lucie's small business owners.
   b. The City shall permit at least three (3) weVENTURE WBC events per year, but may permit more events at the City's discretion and in collaboration with weVENTURE WBC.
   c. The City will assist with marketing any events hosted at a City-owned location including, but not limited to, advertising on the City's website, social media pages, and flyers posted in City-owned locations. The City shall assist with marketing these events at no fee to weVENTURE WBC.
   d. The City will include weVENTURE WBC in meetings and briefings related to economic development and support for the small business community.

e. The City will recognize weVENTURE WBC as a community partner business service organization for the purposes of informing constituents of services available to them.
f. The Economic Development Administrator will consider weVENTURE WBC when informed of any grants or funding opportunities relevant to the services provided by weVENTURE WBC.
g. The City will consider weVENTURE WBC when hosting relevant events in which weVENTURE WBC may be able to network with the community and potential donor sources.
h. The City will consider weVENTURE WBC when inviting local organizations or business to City events including, but not limited to, workshops, community events, or informational fairs.
i. The City will assist weVENTURE WBC in seeking sponsorship for each event held at a City-owned location, for the purpose of defraying or eliminating costs for Port St. Lucie residents.

3. weVENTURE WBC Responsibilities

a. weVENTURE WBC will provide free business coaching, low and no-cost business education training, and access to mentorship and leadership development programs to the Port St. Lucie's small business owners, regardless of gender.
b. weVENTURE WBC will maintain staff of highly successful and seasoned business professionals as coaches and engage qualified subject matter experts as volunteers to work with the City's small business owners.
c. weVENTURE WBC will host at least three (3) events per year, at a City-owned location, that are free or low cost to Port St. Lucie residents.
d. weVENTURE WBC shall assist the City in preparing marketing materials to be used for advertising of each event hosted by weVENTURE WBC.
e. weVENTURE WBC shall consider the City for any mentorship, workshop, or other educational opportunities which may benefit small business owners in Port St. Lucie.
f. weVENTURE WBC shall organize and conduct outreach programs to the residents of Port St. Lucie with special focus on the underserved business owners, including woman-owned businesses and non-employer firms.
g. weVENTURE WBC shall provide the City with a sponsorship packet which the City may use to help assist weVENTURE WBC in obtaining sponsorships and investments.

4. Insurance Obligations

weVENTURE WBC 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 Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by weVENTURE WBC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by weVENTURE WBC under the Agreement.

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

Workers' Compensation Insurance & Employers' Liability – weVENTURE WBC shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance – The City recognizes that weVENTURE WBC is a qualified self-insurer in the State of Florida, subject to FSS 768.28. In the event weVENTURE WBC has or in the future purchases excess General Liability coverage, the City shall be entitled to additional insured status under that policy. Coverage to include contractual liability, to cover the hold harmless agreement set forth herein.

An Additional Insured endorsement **must** be attached to the certificate of insurance. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Commercial Automobile Liability Insurance - The City recognizes that weVENTURE WBC is a qualified self-insurer in the State of Florida, subject to FSS 768.28. In the event weVENTURE WBC has or in the future purchases excess Commercial Automobile Liability insurance, the City shall be entitled to additional insured status under that policy. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis and non-contributory basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read **"Partnership Agreement for Small Business Mentorship and Economic Development Between the City of Port St. Lucie and Florida Institute of Technology's weVENTURE Women's Business Center Program."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the weVENTURE WBC 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.

It shall be the responsibility of weVENTURE WBC to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of weVENTURE WBC to obtain Certificates of Insurance from all contractors and subcontractors listing the City of Port St. Lucie as Additional Insured without the language, when required by written contract.

All deductible amounts shall be paid for and be the responsibility of weVENTURE WBC for any and all claims under this Agreement.

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

better. When a self insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

5. Miscellaneous Provisions

(a) Term. The term of this Agreement is for three (3) consecutive one-year periods, commencing on this _____ day of _____, 2025. The Agreement may be renewed for three additional (3) one-year periods by delivery of written request to the other party at least sixty (60) days prior to the termination of the Agreement. This contract may be extended upon mutual written agreement of the parties.

(b) Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, addressed to the applicable party as follows:

To the City:
City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

City Clerk
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

To weVENTURE WBC:
Florida Institute of Technology
Kimberly Wiliams
150 W. UNIVERSITY BLVD.
MELBOURNE, FL 32901-6988
contracts@fit.edu

Executive Director, weVENTURE WBC program
Kathryn Rudloff
150 W. UNIVERSITY BLVD.
MELBOURNE, FL 32901-6988
krudloff@fit.edu
cc: weventure.contracts@fit.edu

Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Agreement are to be sent.

(c) Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties on the subjects addressed; supersedes all prior and contemporaneous communications, agreements, representations, and understandings; and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. No amendment to or waiver of the terms of this Agreement shall be binding unless in writing, executed by both parties. A complete, executed copy of this Agreement shall be enforceable as an original.

(d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

(e) Cooperation. Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed or withheld.

(f) Indemnification. Each Party (the 'Indemnifying Party') agrees to defend, indemnify and hold harmless the other Party (the 'Indemnified Party') and all of Indemnified Party's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs caused by the negligent act or omission of the Indemnifying Party, its officers, agents, and employees incurred by the Indemnified Party in the investigation and defense of any claim, demand or action arising out of the work performed under this Agreement; including breach of the Indemnifying Party of this Agreement. The Indemnifying Party shall not be liable for any claims, damages, or liabilities caused by the sole negligence of the Indemnified Party, its subcontractors, agents, or employees.

(g) Rights Cumulative. All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

(h) Beneficiaries. This Agreement has been entered into for the sole benefit and protection of the parties and no other person or entity shall have any right of action under or by reason of this Agreement.

(i) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

(j) Public Records. Both parties understand that the City is a public entity whose records are available and open to the public for review and inspection. weVENTURE WBC agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the services.
2. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.myflorida.com/library-archives/records-management/general-records-schedules)
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. weVENTURE WBC's records under this Agreement include but are not limited to, supplier/sub engineer invoices and Agreements, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records, and at a cost that does not exceed the cost provided by law.
5. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.

Upon termination of the Agreement, WeVENTURE shall transfer, at no cost to the City/Advertiser, all public records created, received, maintained, and/or directly related to the performance of this Agreement that are in the possession of weVENTURE WBC. All electronically stored records must be provided to the City in a format that is compatible with the information technology system of the City.

WeVENTURE WBC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

weVENTURE WBC's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement, and the City/Advertiser may, in its sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

ANY QUESTIONS WEVENTURE WBC MAY HAVE REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ST. LUCIE METS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT SHOULD BE DIRECTED TO THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
msanchez@cityofpsl.com

If weVENTURE WBC fails to provide the public records to the City within a reasonable time, weVENTURE WBC may be subject to penalties under Section 119.10, Florida Statutes.

(k) Audit. Right of Audit; Reimbursement. weVENTURE WBC gives the City the right, until the expiration of three (3) years after expenditure of City Funds under this Agreement, to audit the use of the City Funds. Upon reasonable demand pursuant to an audit, the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of weVENTURE WBC involving transactions related to these City Funds. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or until the expiration of three (3) years after the expenditure of the City Funds. In the event an audit determines that weVENTURE WBC used the City Funds in violation of this Agreement, weVENTURE WBC agrees to reimburse the City for the amount of the funds improperly used within 30 days of demand by the City.

(l) Assignment. Neither weVENTURE WBC or the City may assign this Agreement or subcontract performance without written consent of the other.

(m) Venue and Choice of Law. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims

under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This paragraph shall survive the termination or expiration of this Agreement.

(n) Nondiscrimination. weVENTURE WBC shall not discriminate on the basis of race, age, religion, color, gender, national original, marital status, disability or sexual orientation.

(o) Relationship Between the Parties. Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties.

(p) Exhibits. The weVENTURE WBC Memorandum of Understanding with the City of Port St. Lucie is hereby attached as Exhibit A.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials on the dates stated below.

WITNESSES

_____
Signature of Witness
Print Name:_____

_____
Signature of Witness
Print Name:_____

CITY OF PORT ST. LUCIE
a Florida municipal corporation

By: _____

Print Name: _____

Title: _____

NOTARIZATION AS TO CITY OF PORT ST. LUCIE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

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

_____
Signature of Notary Public

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

FLORIDA INSTITUTE OF TECHNOLOGY, INC.

By: _____

Print Name: Kimberly D. Williams, JD, MBA

Title: VP for Administration & Finance / CFO

WITNESSES

_____
Signature of Witness
Print Name: Amy Sheridan

_____
Signature of Witness
Print Name: Donna M Culy

NOTARIZATION AS TO FLORIDA INSTITUTE OF TECHNOLOGY'S WEVENTURE WOMEN'S BUSINESS CENTER PROGRAM

STATE OF FLORIDA)
) ss
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this __ day of June 5, 2025 by Kimberly Williams who is [X] personally known to me, or who has [ ] produced the following identification:

_____.

_____
Signature of Notary Public

Amanda Ott
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 11·13·2027

AMANDA K. OTT
Notary Public
State of Florida
Comm# HH463819
Expires 11/13/2027

Exhibit A

weVENTURE™
WOMEN'S BUSINESS CENTER at FLORIDA TECH
BISK COLLEGE OF BUSINESS

February 23, 2025

Elijah Wooten Jr., MBA
Economic Development Administrator
City of Port St. Lucie

Subject: Memorandum of Understanding (MOU) Between Florida Tech and the City of Port St. Lucie

Dear Mr. Wooten,

This Memorandum of Understanding (MOU) outlines the collaborative efforts between Florida Institute of Technology (Florida Tech) and the City of Port St. Lucie to support and strengthen the local small business community through educational resources, mentorship, and networking opportunities provided by weVENTURE Women's Business Center (WBC), a program of Florida Tech.

Since 2007, weVENTURE WBC has served as the leading voice and resource for female entrepreneurs on the Space and Treasure Coasts, providing FREE business coaching, low- and no-cost business education, training, mentorship, purposeful networking, and leadership development opportunities. Funded in part by a grant from the U.S. Small Business Administration, weVENTURE WBC is a trusted community resource partner providing services to all entrepreneurs, regardless of gender. weVENTURE WBC's outreach focuses on reaching female entrepreneurs, who are a significant minority of Florida firms, to ensure they have access to coaching and mentorship to support their business growth and success.

City of Port St. Lucie's Commitment

To facilitate this partnership, the City agrees to:

1. Provide event space at City-owned locations, such as City Hall and the Community Center, for Florida Tech-hosted events supporting small business owners.
2. Permit at least three (3) Florida Tech-led events per year, with the possibility of additional events as mutually agreed upon.
3. Assist with event marketing efforts at no cost to Florida Tech, including promotion on the City's website, social media platforms, and in City-owned locations.
4. Include Florida Tech in economic development meetings and briefings relevant to small business growth.
5. Recognize Florida Tech as a community partner business service organization to inform constituents of available services.
6. Consider Florida Tech for relevant grant or funding opportunities that align with its business support initiatives.
7. Involve Florida Tech in community networking events and donor engagement opportunities.

8. Invite Florida Tech to City-hosted events that facilitate collaboration with local businesses and organizations.
9. Assist Florida Tech in securing sponsorships for its events held at City-owned locations, aiming to reduce or eliminate costs for City residents.

Florida Tech's Commitment

In support of this partnership, Florida Tech agrees to:

1. Provide free business coaching, low and no-cost business education training, and leadership development opportunities to small business owners in Port St. Lucie, regardless of gender.
2. Maintain a team of experienced business professionals as coaches and engage qualified subject matter experts as volunteers.
3. Host at least three (3) events annually at City-owned locations that are free or low-cost to City residents.
4. Assist the City in creating marketing materials for events hosted by Florida Tech.
5. Consider the City for mentorship, workshops, or other educational programs benefiting small business owners.
6. Conduct outreach initiatives focused on underserved business owners, including women-owned businesses and non-employer firms.
7. Provide the City with a sponsorship packet to assist in securing sponsorships and investment opportunities.

This MOU reflects a shared commitment to fostering economic development and entrepreneurial success in the City of Port St. Lucie. We look forward to working together to create meaningful opportunities for local businesses and entrepreneurs.

Sincerely,

Dr. Kathryn S. Rudloff
Executive Director, weVENTURE Women's Business Center
Florida Tech Bisk College of Business
150 W. University Blvd.
Melbourne, FL 32901

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-522

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.d

Placement: Consent Agenda

Action Requested: Motion / Vote

Award Contract #20250085 for the Drainage Improvements at the Saints Golf Course.

Submitted By: Robyn Holder, CPPB, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Robyn Holder, CPPB (PMD).
2. Parties: City of Port St. Lucie and XGD Systems, LLC dba Eco Blue Systems.
3. Purpose: To provide the needed improvements to the drainage system at the Saints Golf Course.
4. New/Renewal/Modified: New.
5. Duration: 60 calendar days from Notice to Proceed.
6. Benefits to Port St. Lucie: Improve play conditions so the course can stay open during the rainy season.
7. Cost to Port St. Lucie (Annual and Potential): One-time expense of $300,009.16.

Presentation Information: N/A.

Staff Recommendation: Move that the Council award Contract #20250085 and enter into a unit price contract with XGD Systems, LLC dba Eco Blue Systems for the drainage improvements at the Saints Golf Course.

Alternate Recommendations:

1. Move that the Council amend and award Contract #20250085 to XGD Systems, LLC dba Eco Blue Systems.
2. Move that the Council reject all bids and provide staff with direction.

Background: An E-Bid was issued on February 20, 2025, to 648 potential suppliers. There were 42 plan holders with 4 proposals being received on March 18, 2025. The 2 lowest responsive responsible bidders are GRSC, Inc. with a proposed cost of $268,515.40 and XDG Systems, LLC dba Eco Blue Systems with a cost of $300,009.16. There is a difference of $31,493.76.

Per the requirements outlined in the E-Bid, bidders were instructed to provide the number of years the organization has been in business and five (5) golf course drainage improvement projects similar in size and scope to the Saints Golf Course drainage project.

- GRSC, Inc.

1. GRSC, Inc. has been in business for 13 years serving businesses and homeowners throughout Florida providing site development, drainage, and utility work.
2. Per proposal, 0 of 5 projects were completed with drainage improvements on golf courses.
3. Per proposal, 0 of 5 projects listed were similar in scope and scale.

- XGD Systems, LLC dba Eco Blue Systems

1. XGD Systems, LLC dba Eco Blue Systems, has been in business for 21 years with its sole focus on golf courses and all possible improvements that can be made to improve the golfer's experience.
2. Per proposal, 5 out of 5 projects were completed with drainage improvements on golf courses.
3. Per proposal, 5 out of 5 projects listed were similar in scope and scale.

Staff met with GRSC, Inc. to discuss their proposal and confirmed that none of the projects they have performed as GRSC, Inc. were for golf courses. During the meeting, it was stated that the owner had performed work on a golf course but the personnel that would be assigned to this project do not have any experience working on golf courses. With GRSC, Inc., the expected impact on The Saints' maintenance labor costs could be extremely high due to having to assist GRSC, Inc. with course operations, course designs, and potential damage as they occur.

Given the complexity of this project and the need for experienced personnel, it is crucial for expedience to have knowledge of the work to minimize possible damages and closures that would impact revenue and play at the course as the City fully expects the course to remain open at all times. It is recommended that the award go to XGD Systems, LLC dba Eco Blue Systems with the cost of $300,009.16.

Issues/Analysis: Staff has reviewed the proposals with all the bid documents and determined that XGD Systems, LLC dba Eco Blue Systems is the Responsible and Responsive bidder that provides the best value to the City of Port St. Lucie. Per City Code of Ordinances, Section 35.12, the City has sole and absolute discretion to determine best value, by considering the enumerated list of factors. Based on the explanation above, staff believes that XGD Systems, LLC dba Eco Blue Systems provides the best value considering the factors in Section 35.12(a), and most particularly: Section 35.12(a)(1) ("Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting or other services."); Section35.12(a)(2) ("Ability to meet the minimum qualifications or requirements of the solicitation."); Section 35.12(a)(4) ("The bidder or proposer's capacity to perform in terms of personnel, equipment, facilities, licensing, and the ability to meet time requirements and schedules."); and Section 35.12(a)(8) ("Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document.").

Financial Information: Funds are appropriated in the Golf Course Fund / Golf Course / Improvements O/T Building (#421-7250-563000-00000).

Special Consideration: N/A.

Location of Project: 2601 SE Morningside Drive.

Attachments:

1. Notice of Intent to Award.
2. E-Bid Tabulation.
3. Signed Contract.
4. Recommended Proposal.
5. Bid Documents with Addenda.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25031-05.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

NOTICE OF INTENT TO AWARD
GEN No. 20250085
Drainage Improvements at the Saints Golf Course

RESPONSE DEADLINE: March 18, 2025 at 2:00 pm

Thursday, June 12, 2025

Thank you for submitting an offer in response to 20250085 Drainage Improvements at the Saints Golf Course. The City has evaluated all submittals received in response to the solicitation and intends to award a contract to:

- **XGD Systems, LLC dba Eco Blue Systems for the Award Amount of $300,009.16.**

Unsuccessful offeror(s):

- GRSC, Inc.
- A. Thomas Construction, Inc.
- SSS Down to Earth OPCO, LLC

Please Note: The Notice of Intent to Award (NOIA) is not notice of an actual contract award; instead, the NOIA is notice of the City's expected. Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15.

Once again thank you for participating in this solicitation and for your interest in doing business with the City.

Sincerely,

Robyn Holder, Sr. Procurement Contracting Officer

City of Port St. Lucie
Procurement Management Division
Nathaniel Rubel, Assistant Director
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984

EVALUATION TABULATION

GEN No. 20250085

Drainage Improvements at the Saints Golf Course

RESPONSE DEADLINE: March 18, 2025 at 2:00 pm
Report Generated: Friday, April 4, 2025

SELECTED VENDOR TOTALS

Vendor	Total
GRSC, Inc.	$268,515.40
XGD Systems, LLC dba Eco Blue Systems	$300,009.16
A. Thomas Const. Inc	$465,016.20
SSS DOWN TO EARTH OPCO, LLC	$599,965.86

TABLE 1

					A. Thomas Const. Inc		GRSC, Inc.		SSS DOWN TO EARTH OPCO, LLC		XGD Systems, LLC dba Eco Blue Systems	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total

X	1	The project is for the installation of sub-surface perforated drainage pipes on several select fairway areas of the golf course. These pipes will be installed approximately 12-inches below the surface and approximately 6-8 inches apart in a parallel design. The total acreage of cover for this project on the golf course is approximately 8 acres. The resultant sub-surface pipe infrastructure on each fairway would be connected to the existing drainage system on the golf course for routing collected sub-surface water to area ponds	1	Lump Sum	$465,000.00	$465,000.00	$268,500.00	$268,500.00	$599,857.60	$599,857.60	$299,991.00	$299,991.00

					A. Thomas Const. Inc		GRSC, Inc.		SSS DOWN TO EARTH OPCO, LLC		XGD Systems, LLC dba Eco Blue Systems	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
		and/or swales. The Contractor is to provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.										
X	2	Additional Unit Pricing for Celebration Bermuda Sod - F&I	1	SQ. YD.	$8.00	$8.00	$11.25	$11.25	$13.23	$13.23	$7.79	$7.79
X	3	Additional Unit Pricing for Sand - F&I (appropriate fill sand for the optimized growth of Bermuda sod)	1	SQ. FT.	$0.20	$0.20	$1.85	$1.85	$86.78	$86.78	$1.30	$1.30

					A. Thomas Const. Inc		GRSC, Inc.		SSS DOWN TO EARTH OPCO, LLC		XGD Systems, LLC dba Eco Blue Systems	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Additional Unit Pricing for Pipe F&I (2-4 inch in width)	1	L.F.	$8.00	$8.00	$2.30	$2.30	$8.25	$8.25	$9.07	$9.07
Total						$465,016.20		$268,515.40		$599,965.86		$300,009.16

CITY OF PORT ST. LUCIE
CONTRACT #20200085

This CONTRACT executed this _____ day of _____, 2025, 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", and XGD SYSTEMS, LLC dba ECO BLUE SYSTEMS, 2432 NE Myrtle Street, Jensen Beach, Florida 34957, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a general contractor to provide the Construction Services for the Drainage Improvements at Saints Golf Course Project based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

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

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

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

I. The same day, if sent via email with read receipt.
II. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,
III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

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

Contractor:	Geoff Corlett, CEO XGD Systems, LLC dba Eco Blue Systems 2432 NE Myrtle Street Jensen Beach, Florida 34957 Telephone: 772-286-3419 Email: mkalman@xgd.systems
City Contract Administrator:	Robyn Holder, CPPB Sr. Procurement Contracting Officer - Procurement Management Division 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984-5099 772-281-9284 E-mail: rholder@cityofpsl.com
City Project Manager:	Keith Bradshaw, or his designee The Saints Golf Course City of Port St. Lucie 2601 SE Morningside Blvd. Port St. Lucie, FL 34952 Telephone 772-807-4454 Email: kbradshaw@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20250085, Drainage Improvements at the Saints Golf Course, including all Attachments, Addenda, and all other restrictions and requirements are incorporated by this reference.

The project is located at 2601 SE Morningside Blvd., Port St. Lucie, Florida 34952. The project is for the installation of sub-surface perforated drainage pipes on several select fairway areas of the golf course. These pipes will be installed approximately 12-inches below the surface and approximately 6-8 inches apart in a parallel design. The total acreage of cover for this project on the golf course is approximately 8 acres. The resultant sub-surface pipe infrastructure on each fairway would be connected to the existing drainage system on the golf course for routing collected sub-surface water to area ponds and/or swales.

The Contractor shall provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary. The construction Contract period is sixty (60) calendar days with no option for renewal.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate sixty (60) calendar days thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels it has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension, with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V
RENEWAL OPTION

This section will not be utilized in this Contract.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a lump sum basis listed on Schedule "A" for a total amount of **$300,009.16**. Payments will be disbursed in the following manner.

Lump Sum: $299,991.00

Additional Unit Pricing:

1. Celebration Bermuda Sod – F&I: $7.79 per sq. yd.
2. Sand F&I (appropriate fill sand for the optimized growth of Bermuda sod): $1.30 per sq. ft.
3. Pipe F&I (2-4" in width): $9.07 per LF.

The Contract Sum – Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – Within twenty (20) business days, the City shall pay the Contractor the sum of money due each Progress Payment that is properly allocated to labor, materials, and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at five percent (5%) from each progress payment.

Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, the entire balance will be due to the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment of the Contractor

shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

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

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

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

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

All invoices are to be sent to: **The Project Manager.**

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

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for

completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

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

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

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

SECTION X
SOVEREIGN IMMUNITY

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

SECTION XI
INSURANCE

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

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

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

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

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of this Contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse, and underground property

damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Business Auto Liability, and Pollution Insurance policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees, and agents shall be listed as additional insured and shall include Contract #20250085–Drainage Improvements at the Saints Golf Course Project."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

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

5. Pollution Insurance**:** Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

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

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of this Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

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

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

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

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

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

SECTION XII
ACTS OF GOD

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

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

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

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

Keep and maintain public records required by the City in order to perform under this Contract;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

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

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

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

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

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

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

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

(772) 871 5157
prr@cityofpsl.com

TRADE SECRETS

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

SECTION XV
SCRUTINIZED COMPANIES

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

SECTION XVI
E-VERIFY

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

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie, County, Florida, in accordance with the Venue provision, as provided herein.

SECTION XVII
ADDITIONAL REQUIREMENTS

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

Implied Warranty of Merchantability – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed, notwithstanding any representation to the contrary.

Warranty and Guarantee – All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date final payment is issued to the Contractor. The project is fully accepted by the City when final payment is issued to the Contractor.

Miscellaneous Testing – The Contractor shall reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor, if said products prove to be defective and/or in other manners not in compliance with the Specifications. Expenditures as defined therein shall include, but are not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the

City in the process of conducting the testing. Any such reimbursement, at the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

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

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

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

Permits, Licenses, and Certifications – The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with this Contract, and return it with the signed Contract and insurance documents

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

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

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

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

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

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

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

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

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

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

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

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

Foreman or Superintendent and Workmen – The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act on behalf of the Contractor and to cooperate with the City. The Contractor shall provide competent, careful, and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract documents.

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

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

Weather Days – Weather days are defined as those which the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils, or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed.

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

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

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

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

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

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 341984-5099 (772) 871-5175

SECTION XVIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required materials have been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section VI. However, if, upon such inspection, the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. The Contractor shall then be afforded an opportunity, if desired by it, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

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

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

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

Repair or Replacement – Should any defect appear during the warranty period, the Contractor shall, at its own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect.

Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

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

SECTION XIX
LICENSING

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

SECTION XX
SAFETY PRECAUTIONS

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

Safety Data Sheets (SDS) – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals and compounds/mixtures used in the execution of the Contract.

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

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

SECTION XXI
ASSIGNMENT

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. Any assignment and/or assumption by/through Contractor and a third party via a business transaction is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption.

SECTION XXII
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
VII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or

II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or

III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

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

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred dollars ($100.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount of damages under this section. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

SECTION XXIII
LAW, VENUE, AND WAIVER OF JURY TRIAL

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

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

SECTION XXIV
APPROPRIATION APPROVAL

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

SECTION XXV

CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXVI
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXVII
ATTORNEY'S FEES

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

SECTION XXVIII
CODE OF ETHICS

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

SECTION XXIX
POLICY OF NON-DISCRIMINATION

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

SECTION XXX
SEVERABILITY

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

SECTION XXXI
AUDITS

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

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

SECTION XXXII
CONSTRUCTION

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

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

SECTION XXXIII
NON-EXCLUSIVITY

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

SECTION XXXIV
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

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

SECTION XXXV
COOPERATION WITH INSPECTOR GENERAL

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

SECTION XXXVI
FORCE MAJEURE

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

SECTION XXXVII

ENTIRE AGREEMENT

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

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Purchasing Agent

XGD Systems, LLC dba Eco Blue Systems

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me by [X] physical presence or [ ] ~~online notarization~~, this 28TH day of MAY, 2025, by Geoff Corlett who is [X] personally known to me, ~~or who has [ ] produced the following identification:~~ _____.

BRUCE C. SHELDON
Commission # HH 196306
Expires March 8, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

Signature of Notary Public

Bruce C. Sheldon
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

NOTARY SEAL/STAMP

[XGD SYSTEMS, LLC DBA ECO BLUE SYSTEMS] RESPONSE DOCUMENT REPORT

GEN No. 20250085

Drainage Improvements at the Saints Golf Course

RESPONSE DEADLINE: March 18, 2025 at 2:00 pm

Report Generated: Friday, April 4, 2025

XGD Systems, LLC dba Eco Blue Systems Response

CONTACT INFORMATION

Company:
XGD Systems, LLC dba Eco Blue Systems

Email:
mkalman@xgd.systems

Contact:
Michael Kalman

Address:
2432 NE Myrtle St
Jensen Beach, FL 34957

Phone:
N/A

Website:
www.xgd.systems

Submission Date:
Mar 18, 2025 1:06 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 14, 2025 8:42 AM by Michael Kalman

QUESTIONNAIRE

1. Respondent Submittals (without Cost)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

Attachment_B_-_Mandatory_Documents.pdf

2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

3. Have you uploaded the Bid Bond?*

Yes

4. Do you have the required license as stated in the Bid Documents?

Yes

5. Did you submit a project management plan & proposed schedule?

Yes

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	The project is for the installation of sub-surface perforated drainage pipes on several select fairway areas of the golf course. These pipes will be installed approximately 12-inches below the surface and approximately 6-8 inches apart in a parallel design. The total acreage of cover for this project on the golf course is approximately 8 acres. The resultant sub-surface pipe infrastructure on each fairway would be connected to the existing drainage system on the golf course for routing collected sub-surface water to area ponds and/or swales. The Contractor is to provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.	1	Lump Sum	$299,991.00	$299,991.00
2	Additional Unit Pricing for Celebration Bermuda Sod - F&I	1	SQ. YD.	$7.79	$7.79
3	Additional Unit Pricing for Sand - F&I (appropriate fill sand for the optimized growth of Bermuda sod)	1	SQ. FT.	$1.30	$1.30
4	Additional Unit Pricing for Pipe F&I (2-4 inch in width)	1	L.F.	$9.07	$9.07
TOTAL					$300,009.16

XGD SYSTEMS LLC

2432 NE Myrtle Street, Jensen Beach, Fl 34957
Tel: 772-286-3419 Fax: 772-286-2855
www.xgdsystems.com

Drainage Improvements at the Saints Golf Course
Event Number: 20250085

Project Management Plan / Approach

Work begins by confirming each designated area to be drained with the City of PSL's point of contact, once confirmed, the crew leader will use a laser to layout the lines and outfall to be trenched. Next, we will strip, categorize, and set aside the grass to be reinstalled after pipe is complete. The trenches are then dug, * laser graded to ensure positive flow, and backfilled with sand.

All trench lines are compacted prior to reinstalling the stripped turf. This process is done in a manner that allows us to leave minimal trenches open from day to day, this ensures that we have no issues due to rain events over night and leaves the job sites looking clean at the end of each day.

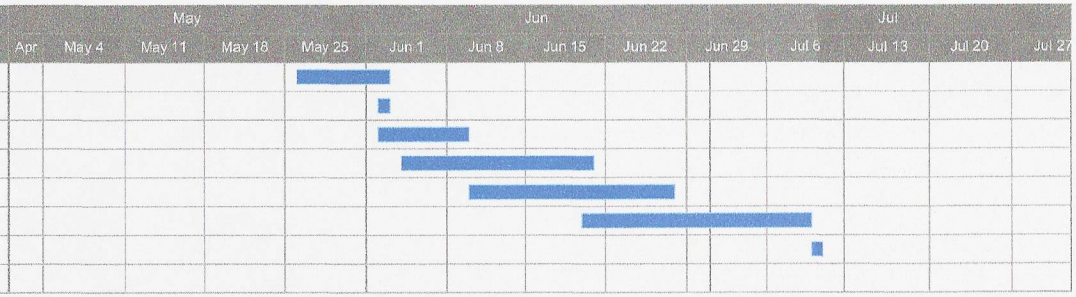
Construction is planned to begin June 2st and with good weather and working conditions we would expect to be on site 40 calendar days with a completion date of July 10th .

***all trenches are dug with laser guided equipment to ensure positive drainage of all drain lines**

Drainage Improvements at the Saints Golf Course

Proposed Construction Schedule
Drainage Improvements at The Saints Golf Course
XGD Systems LLC
March 18, 2025

	Task Name	Start	Finish
1	Mobilization	05/26/25	06/02/25
2	Construction Start	06/02/25	06/02/25
3	Laser Layout	06/02/25	06/09/25
4	Strip & set aside turf to be reinstalled	06/04/25	06/20/25
5	Excavate, laser grade trenches & backfill with sand	06/10/25	06/27/25
6	Compact trenches & reinstall the stripped turf	06/20/25	07/09/25
7	Project Completion	07/10/25	07/10/25
8			



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
Name, legal status and address)

XGD Systems, LLC
2432 NE Myrtle St.
Jensen Beach, FL 34957

OWNER:
(Name, legal status and address)

City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

SURETY:
(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Ste. 800
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: FIVE PERCENT OF BID AMOUNT (5%)

PROJECT: Drainage Improvements at the Saints Golf Course
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th March 2025

(Witness)

(Witness)

XGD Systems, LLC
(Principal) (Seal)
(Title)

Atlantic Specialty Insurance Company
(Surety) (Seal)
Angelo G Zervos, *Attorney-In-Fact*

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 New York

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

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031110

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Angelo G. Zervos**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of March 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KALMAN, MICHAEL

XGD SYSTEMS, LLC
2432 NE MYRTLE STREET
JENSEN BEACH FL 34957

LICENSE NUMBER: CGC1526424

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/23/2024

Do not alter this document in any form.

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CONTRACTOR'S GENERAL INFORMATION WORKSHEET/QUESTIONNAIRE
E-Bid #20250085

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

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

Dated at 2432 NE Myrtle St, Jensen Beach, FL 34957, this 18th day of March, 2025
(Location)

Name of Organization/Contractor: XGD Systems, LLC

By: Geoff Corlett, CEO
Name and Title

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

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

Name: XGD Systems, LLC
Address: 2432 NE Myrtle St
Jensen Beach, FL 34957

Telephone Number: 772 286-3419
Fax Number:

3. Contact person: Michael Kalman Email: mkalman@xgd.systems

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

5. How many years has your organization been in business? 21

6. Has your firm ever received a cure notice from a government entity? ( ) Yes (x) No
If yes, please explain: _____

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

Addendum Number	Date Issued	Addendum Number	Date Issued
#1	March 10, 2025		

8. **Provide a Detailed Project Management Plan for the project.**
This is a mandatory document.

9. **Provide the Proposed Project Schedule.**
This is a mandatory document.

10. List five (5) drainage improvements construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name:	Callawassie Island Club
Description & size:	Golf course renovation project and included 11 acres of 2" drainage
Location:	Okatie, SC
Client Name, Phone Number & Email:	Billy Bagwell, 843 987-2125; wbagwell@callawassieisland.com
Value of Total Contract:	$3,089,939.49 included $530,608.98 for drainage
Date of Completion:	October 2024
Firm's Percentage of Total Contract:	100%
Number of Change Orders:	none for drainage work
Value of Change Orders:	N/A
Was Project Completed on Schedule:	Yes
Was Project Completed within Budget?	Yes

Project Number 2

Project Name:	Dunedin Golf Course
Description & size:	Golf Course renovation project for the City of Dunedin, FL and included 22,000 FL of 2" drainage
Location:	City of Dunedin, FL
Client Name, Phone Number & Email:	Blair Kline, 281 460-1996; bkline@dunedinfl.net
Value of Total Contract:	$5,839,597.90 included $179,740.00 for drainage
Date of Completion:	November 2024
Firm's Percentage of Total Contract:	100%
Number of Change Orders:	none for drainage work
Value of Change Orders:	N/A
Was Project Completed on Schedule:	Yes
Was Project Completed within Budget?	Yes

Project Number 3

Project Name:	Wilmington Municipal Golf Course

Description & size: Greens and approach drainage, approx 44,545 sq ft

Location: Wilmington, NC

Client Name, Phone Number & Email: Matt Smith, 910 547-9709; matthew.smith@wilmingtonnc.gov

Value of Total Contract: $105,090.76

Date of Completion: June 2023

Firm's Percentage of Total Contract: 100%

Number of Change Orders: none

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 4

Project Name: Cleveland Metro Parks - Seneca Course

Description & size: 13,300 LF of 2" drainage

Location: Cleveland, OH

Client Name, Phone Number & Email: David Donner, 216 386-0149; djd2@clevelandmetroparks.com

Value of Total Contract: $82,534.07

Date of Completion: October 2024

Firm's Percentage of Total Contract: 100%

Number of Change Orders: none

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 5

Project Name: Atlanta Country Club

Description & size: 93,270 LF of 2" drainage

Location: Marietta, GA

Client Name, Phone Number & Email: Scott Lambert, 770 953-2100, slambert@atlantacountryclub.org

Value of Total Contract: $905,962.95

Date of Completion: September 2023

Firm's Percentage of Total Contract: 100%

Number of Change Orders: none

Value of Change Orders: N/A

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

11. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

No subcontractors, we will perform all work

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

Total Number of Projects where Failure to Complete Work Occurred: 0

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

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

Yes ( ) No (X)

If yes, please explain:

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

No lawsuits

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

15. List any judgments from lawsuits in the last five (5) years:
No judgements

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

16. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
No criminal violations and/or convictions

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

Signature

CEO
Title

XGDSYST-01 KSMITH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2025

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

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

PRODUCER
Zervos Insurety Services
4443 Lyons Road, Suite D-212
Coconut Creek, FL 33073

CONTACT NAME: Christina Zervos
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Christina@zervosins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : National Fire Insurance Hartford	20478
INSURER C : Continental Casualty Company	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
XGD Systems LLC
2432 NE Myrtle St
Jensen Beach, FL 34957--5928

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual X X, C, & U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6046384824	3/31/2024	3/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	4034991272	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	4034991286	3/31/2024	3/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	L&R Equip			6046384824	3/31/2024	3/31/2025	$495,000/Item	
A	Limited Pollution	X		6046384824	3/31/2024	3/31/2025	$1M/$2M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Event Number - 20250085, Drainage Improvements at the Saints Golf Course
City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents is an additional insured as respects to General Liability, Auto Liability and Pollution Liability.
General Liability is primary and noncontributory. Waiver of Subrogation as respects General Liability and Auto Liability in favor of additional insured.
All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port Saint Lucie, FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and
2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or
2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and
2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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CNA	CNA PARAMOUNT **Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA	CNA PARAMOUNT **Additional Coverage Limited Pollution Liability Coverage – Worksites – Landscape Contractor Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Limited Pollution Liability Aggregate Limit	$2,000,000
Each Limited Pollution Incident Limit	$1,000,000
Pollution Deductible Amount	**Each Limited Pollution Incident**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

I. Under **COVERAGES**, the following additional coverage is added:

LIMITED POLLUTION INCIDENT COVERAGE

1. Insuring Agreements

Subject to the Limited Pollution Liability Limits and the Pollution Deductible Amount, the Insurer will pay those sums the **Insured** becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** that directly results from a **limited pollution incident** within the **coverage territory**, provided that:

a. the first emission, discharge, release or escape of the **pollutants** from which such **bodily injury** or **property damage** arises is demonstrable as having occurred during the **policy period**; and

b. such **bodily injury** or **property damage** does not qualify for **coverage** under **Coverage A – Bodily Injury and Property Damage Liability**, whether or not any **Coverage A** limits remain; and

c. such **limited pollution incident** happens on or from a **worksite**.

The Insurer will have the right and duty to defend any **suit** seeking those **damages**, even if the allegations of the **suit** are groundless, false or fraudulent. The Insurer may at its discretion investigate any **limited pollution incident** and settle any **claim** that may result. But:

(1) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements; and

(2) The Insurer has no duty to defend **suits** seeking **damages** not covered by this insurance.

No other obligation to or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, which hereby also apply to **LIMITED POLLUTION INCIDENT COVERAGE**.

2. Exclusions

A. Under **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** hereby also applies to **LIMITED POLLUTION INCIDENT COVERAGE** subject to the following changes, which apply only with respect to the coverage provided by this endorsement:

1. the following exclusions are deleted:

a. the exclusions entitled **Pollution**, **Electronic Data** and **War**;

b. exclusions attached by endorsement to exclude fungi, microbes, or silica; and

c. the endorsement entitled **Respirable dust Exclusion Endorsement**, if attached to this policy.

2. the following entitled exclusions:

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1. **ADDITIONAL INSUREDS**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Copyright 1983 National Council on Compensation Insurance.

NOTICE TO ALL PROPOSERS

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Ms. Robyn Holder, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Robyn Holder, Procurement Manager with the Procurement Management Department via e-mail rholder@cityofpsl.com, or by phone 772-281-9284. Please reference the Solicitation number on all correspondence to the City.
All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the DemandStar's Website for retrieval. All notice of intent to award documentation will be published on the City Clerk's Website. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.*

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: Geoff Corlett
Signed: _____
Company and Job Title: XGD Systems, LLC CEO
Date: March 18, 2025

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20250085

TRENCH SAFETY ACT COMPLIANCE STATEMENT
Project Location: Various Locations

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   0.00 Dollars
   (Written) (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: XGD Systems, LLC
(Company-Contractor)

By: Geoff Corlett, CEO
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida on the 18th day of March, 2025.

Bruce C. Sheldon
NOTARY PUBLIC

BRUCE C. SHELDON
Commission # HH 196306
Expires March 8, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

NON-COLLUSION AFFIDAVIT

Solicitation 20250085

State of Florida

County of Martin }

Geoff Corlett, being first duly sworn, disposes and says that:

(Name/s)

1. They are CEO of XGD Systems, LLC the Proposer that

(Title) (Name of Company)

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) _____

(Title) CEO

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

The foregoing instrument was acknowledged before me this *(Date)* March 18, 2025

by: Geoff Corlett who is personally known to me ~~or who has produced~~

_____ ~~as identification~~ and who did (~~did not~~) take an oath.

Commission No. HH 196306

Notary Print: Bruce C. Sheldon

Notary Signature: Bruce C. Sheldon

BRUCE C. SHELDON
Commission # HH 196306
Expires March 8, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

"A City for All Ages"

E-BID #20250085
CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor

must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.

- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer XGD Systems, LLC

Signature _____

Printed Name and Title Geoff Corlett, CEO

Date March 18, 2025

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number 0963382

Date of Authorization April 13, 2016

Name of Contractor XGD Systems, LLC

Name of Project Drainage Improvements at the Saints Golf Course

Solicitation Number (If Applicable) E-Bid #20250085

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 18, 20 25 in Jensen Beach (city), FL (state).

Signature of Authorized Officer

Geoff Corlett, CEO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 18th DAY OF MARCH, 2025.

NOTARY PUBLIC Bruce C. Sheldon

BRUCE C. SHELDON
Commission # HH 196306
Expires March 8, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

My Commission Expires: March 8, 2026

DRUG-FREE WORKPLACE FORM
E-Bid # 20250085

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that XGD Systems, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

March 18, 2025
Date:

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name:	XGD Systems, LLC
Vendor FEIN:	20-1254730
Authorized Representative's Name:	Geoff Corlett
Authorized Representative's Title:	CEO
Address:	2432 NE Myrtle St
City, State and Zip Code:	Jensen Beach, FL 34957
Phone Number:	772-286-3419
Email Address:	admin@xgd.systems

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

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

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

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

Authorized Signature

Geoff Corlett
Print Name

Signature

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

XGD Systems LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2432 NE Myrtle Street

Requester's name and address (optional)

6 City, state, and ZIP code

Jensen Beach, Florida 34957

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

2 0 – 1 2 5 4 7 3 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date** Jan. 10 / 25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Port St. Lucie
Electronic Bid ("E-Bid")
Event Name: Drainage Improvements at the Saints Golf Course
Event Number: 20250085

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, Section 35.07, this electronic bid ("E-Bid") is being issued to establish a Contract with one or more qualified Contractors who will provide **Drainage Improvements at the Saints Golf Course** to the City of Port St. Lucie (hereinafter, "City") as further described in this E-Bid.

A descriptive overview of the City of Port St. Lucie can be found at https://www.cityofpsl.com/discover-us/about-psl. Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Restrictions on Communicating with Staff

From the issue date of this E-Bid until City Council approves the award (or the E-Bid is officially cancelled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders'/Offerors' conference (if any), or as defined in this E-Bid or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including, but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Contractor violating this provision. Further information on this topic can be found on the Cone of Silence and E-Bid Communication Document.

1.3. E-Bid Scope of Requested Commodities

The intent of the City is to procure the services of one (1) qualified Contractor related to construction services for drainage improvements at the Saints Golf Course, located at 2601 SE Morningside Blvd., Port St. Lucie, Florida 34952. This work will be consistent with the adopted goals, objectives, and programs of the City of Port St. Lucie City Council.

The Contract period is estimated at sixty (60) calendar days with no option to renew.

The project is for the installation of sub-surface perforated drainage pipes on several select fairway areas of the golf course. These pipes will be installed approximately 12-inches below the surface and approximately 6-8 inches apart in a parallel design. The total acreage of cover for this project on the golf course is approximately 8 acres. The resultant sub-surface pipe infrastructure on each fairway would be connected to the existing drainage system on the golf course for routing collected sub-surface water to area ponds and/or swales. The Contractor is to provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary.

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

1.4. Overview of the E-Bid Process

The objective of the E-Bid is to select one or more qualified Contractors (as defined by Section 1.1 – "Purpose of Procurement") to provide the goods and/or services to the City as outlined in this E-Bid. This E-Bid process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractors' responses received prior to the closing date of this E-Bid and resolution of any Contract exceptions, the preliminary results of the E-Bid process will be publicly announced, by the City Clerk's office, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)." Please refer to Section 1.1 – "Purpose of Procurement" and Section 6.5 – "Selection and Award," for information concerning the number of Contract awards expected.

1.5. Schedule of Events

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the E-Bid will be publicly posted prior to the closing date of this E-Bid. After the close of the E-Bid, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the Contract term on an as-needed basis, with or without notice.

Description	Date	Time
Release of E-Bid	As Published on OpenGov	N/A
Bidders'/Offerors' Conference & Site Visit Location: Saints Gold Course 2601 SE Morningside Blvd. Port St. Lucie, Florida 34952 Non-Mandatory but highly encouraged	**March 5, 2025**	**11:00AM**
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	**March 6, 2025**	**5:00 p.m. ET**
Responses to Written Questions	**March 7, 2025**	**5:00 p.m. ET**
Bids Due/Close Date and Time	**March 18, 2025**	**2:00 p.m ET**

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations and Proposal Revisions may not be required.

*In the event the estimated value of the Contract is less than $200,000.00 the City reserves the right to proceed directly to Contract award without posting a Notice of Intent to Award.

1.6. Official Issuing Officer (Procuring Agent)

Name: Robyn Holder
Email: rholder@cityofpsl.com

1.7. Definition of Terms

Please review the following terms:
Contractor(s) – companies desiring to do business with the City (Also called "Bidder," "Proposer," or "Offeror.")
City of Port St. Lucie (City) – the governmental entity identified in Section 1.1 – "Purpose of Procurement," of this E-Bid.
Immaterial Deviation- does not give the Contractor a substantial advantage over other Contractors.
Material Deviation- gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.
Procurement Management Division (PMD)- The City department that is responsible for buying, purchasing, renting, leasing or otherwise obtaining any supplies, services, professional services, construction, or any other item(s).
Responsible- means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.
Responsive- means the Contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.
Sourcing Platform- OpenGov

Any special terms or words which are not identified in this E-Bid Document may be identified separately in one or more attachments to the E-Bid. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 – "Instructions to Contractors," of this E-Bid.

1.8. Contract Term

The initial term of the Contract(s) is for sixty (60) calendar days from the issuance of a Purchase Order. In the event that the Contract(s), if any, resulting from the award of this E-Bid shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this E-Bid states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Contractors

2.1. General Information and Instructions

2.1.1 Familiarity with Laws and Regulations

Responding Contractors are assumed to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from Contract responsibility.

2.1.2 Restrictions on Communicating with Staff

From the issue date of this E-Bid until a City generated Purchase Order is submitted to the contracted contractor (or the E-Bid is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this E-Bid or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information on this topic can be found on the Cone of Silence and E-Bid Communication Document.

2.1.3 Submitting Questions

All questions concerning this E-Bid must be submitted in writing on the OpenGov Platform during the Question-and-Answer open period. Please select the Question-and-Answer tab in the E-Bid project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

2.1.4 Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the offices referred to in Section 1.5 – "Schedule of Events," of this E-Bid. Unless indicated otherwise, attendance is not mandatory; although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5 The City's Right to Request Additional Information – Contractor's Responsibility

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.6 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the E-Bid will not be considered. The Contractor's response must be complete in all respects, as required in each section of this E-Bid.

2.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this E-Bid**. A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the E-Bid requirements, which determination will be made by the City on a case-by-case basis.

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

Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.8 The City's Right to Amend and/or Cancel the E-Bid

The City reserves the right to amend this E-Bid. All revisions must be made in writing prior to the E-Bid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the E-Bid, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-Bid will be issued as an addendum. Written notice will be posted to OpenGov without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the E-Bid known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the E-Bid (including any revisions/additions made in writing prior to the close of the E-Bid whether or not such revision occurred prior to the time the Contractor submitted its response) unless expressly stated otherwise in the Contractor's response.

THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-Bid ANDMAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE E-Bid. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.8 – "Public Award Announcement," of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-Bid at any time.**

2.1.9 Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

2.1.10 Proposal of Additional Services

If a Contractor indicates an offer of services in addition to those required by and described in this E-Bid, these additional services may be added to the original Contract at the sole discretion of the City.

2.1.11 Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15. By submitting a response to this E-Bid, the Contractor certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

2.1.12 Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

2.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City Ordinances and state and federal laws. Any material that is submitted in response to this E-Bid, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to Chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned NOT to submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review Chapter 119, Florida Statutes for all updates before requesting exceptions from Chapter 119.

2.2 Submittal Instructions

Submittal Instructions to OpenGov

Listed below are key action items related to this E-Bid. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the E-Bid provides high-level instructions regarding the process for reviewing the E-Bid, preparing a response to the E-Bid, and submitting a response to the E-Bid.

2.2.1. E-Bid Released

The release of the E-Bid is only communicated through the posting of this E-Bid as an event in OpenGov. This E-Bid is being conducted through OpenGov an online, electronic tool, which allows a contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each Contractor interested in competing to win a Contract award must complete and submit a response to this E-Bid using OpenGov. Therefore, each Contractor MUST carefully review the submittal instructions on OpenGov's website and following the submittal guidance that is provided in Section 2.2 of this E-Bid document.

2.2.2. E-Bid Review

The E-Bid (or "Sourcing Event") consists of the following: this document, entitled "City's E-Bid Document," and any and all information included in the Sourcing Event, as posted to OpenGov, including any and all documents provided by the City as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

2.2.3. Preparing a Response

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.

2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the E-Bid as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office 2007 and portable document format file (PDF). Unless the E-Bid specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor's response will be considered incomplete and disqualified from further consideration.

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

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

1. BID SUBMISSION**.** All bids shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in *one (1) file TOTAL*.** No hard copies will be accepted.

- File #1 - Upload all other **mandatory documents in the following order**:
  - ✓ Project Management Plan /Approach to the project. Include the number of personnel assigned to the project.
  - ✓ Proposed Project Schedule.
  - ✓ Copy of the 5% Bid Bond (**the original must be turned in within 10 days after the opening or the bid may be considered non-Responsive**).
  - ✓ State of Florida General Contractor and/or Underground Utility & Excavation License.
  - ✓ Contractor's General Information Worksheet.
  - ✓ Current Certificate of Insurance.
  - ✓ Cone of Silence acknowledgement.
  - ✓ Trench Safety form.
  - ✓ Non-Collusion form.
  - ✓ Contractor's Code of Ethics.
  - ✓ E-Verify form.
  - ✓ Drug Free form.
  - ✓ Vendor Certification Regarding Scrutinized Companies' Lists
  - ✓ W-9 Form

1. REVIEW AND REVISE. In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress. Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Contractor temporarily losing a connection to the Internet.

2. WITHDRAW. A Contractor may withdraw the proposal by removing all documents from OpenGov prior to the deadline. In the event a Contractor desires to withdraw its response after the closing

date and time, the Contractor must remove all bid documents from OpenGov.

3 General Insurance, Bonding, and Permit Requirements

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

3.1 Standard Insurance Requirements

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250085 – Drainage Improvements at the Saints Golf Course."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

5. Pollution Insurance**:** Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

6. Waiver of Subrogation: By entering into this Contract, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability,

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

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

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

Contractor must review the City's Standard Contract for further details and coverage requirements.

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the Contract number and the City as the additional Insured party. The Contractor's submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates are provided.

3.2 Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than **5%** of the total bid amount made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit **must** be scanned and uploaded into OpenGov along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) days after the E-Bid Due Date as reflected above in Section 1.5. The responding Contractor's bid may be considered non-Responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

City of Port St. Lucie Procurement Management Department
Attn: Robyn Holder, CPPB
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Bid Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a Contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the Contract.

3.2.3 Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all the solicitation's identified specifications and requirements except as expressly stated otherwise in the Contractor's response; and

3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and

4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of City Ordinances and state and federal laws and can result in fines, prison sentences, and civil damage awards.

3.3 Payment Bond

The awarded Contractor(s) shall be required to furnish a recorded bond to secure payment of all claims for materials furnished and/or labor performed. The payment bond shall be in amount equal to the Contract price.

Performance Bond/Letter of Credit

The awarded Contractor(s) shall be required to furnish a recorded performance bond or an irrevocable letter of credit to the City for the faithful performance on the Contract in an amount equal to the Contract price. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the Contract is approved by City Council, but in any event, prior to the beginning of any contract performance by the awarded Contractor.

3.4 Permits

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

4 E-Bid Bid Factors

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

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

4.1 Introduction

All the items described in this section are service levels and/or terms and conditions the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in the Contractor's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2 Contractor's General Information

Each Contractor must complete all the requested information in the electronic purchasing system entitled **Contractor's General Information Worksheet / Questionnaire** for inclusion with their bid response.

4.3 Mandatory Requirements

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

1. Requirements in this E-Bid document.
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.
4. All licenses and certifications required to perform this work in Port St. Lucie.
5. Project Management Plan / Project Approach.
6. Proposed Project Schedule.

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

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

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

5 Cost/Pricing

Each Contractor is required to fill out the pricing table in OpenGov. This will automatically total the cost.

5.1 General Pricing Rules

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

1. The submitted pricing must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period; and
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the E-Bid, will be treated as non-Responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any), and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the E-Bid or Contract; and

8. Unless otherwise specified in any terms and conditions attached to the E-Bid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the E-Bid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-Responsive, unless otherwise permitted by the E-Bid; and
11. Unless permitted by the E-Bid, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive.

5.2 Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the E-Bid. Additional alternative cost structures will not be considered. Each Contractor is hereby advised that failure to comply with the E-Bid instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Contractor's response.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., $7.90 should be entered as 7.90). Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer."

Download the cost worksheet (if any), complete the worksheet, and then upload the worksheet by following the instructions in OpenGov.

5.3 Payment by City's Visa Card Program

The City currently utilizes the State of Florida Visa Program**.** The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume a zero (0) percent discount applies.

6 Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's contract. The City will announce the results of the E-Bid as described further in Section 6.8 – "Public Award Announcement."

6.1 Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline in accordance with Section 2 – "Instructions to Contractors."
2. Response is complete and contains all required documents.

6.2 Best Value Analysis (*See also* City Code of Ordinances, Section 35.12):

Best value means the overall value to the City, in the City's sole and absolute discretion, as determined by consideration of the following::

- Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;
- Ability to meet the minimum qualifications or requirements of the solicitation;
- Adherence to specifications, design, or the approach to the project or study, as applicable;
- The bidder or proposer's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
- The bidder or proposer's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;
- Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;
- Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
- Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;

- City Code of Ordinances, Section 35.14, Local Preference in Purchasing or Contracting.

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

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

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

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

6.3 Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.4 Selection and Award

The City reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part, or by line item; and (f) take any other action as permitted by law.

The primary intent of this E-Bid is to identify a single source (Responsive and Responsible Contractor with the best value as established in Section 6.2) to provide all the needed goods and/or services; however, the City reserves the right to make split awards.

6.5 Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City of Port St. Lucie shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

    a. Local businesses which meet all the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total quoted price of

the local business.

b. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "local business."

2. Limitations:

a. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code of Ordinances and the City of Port St. Lucie Purchasing Manual.

b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.

*** Please review City Code of Ordinances, Section 35.14 for the full governing ordinance**

6.6 Site Visits, Samples, and Oral Presentations

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

6.7 Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

7 Contract Terms and Conditions

The Contract that the City expects to award as a result of this E-Bid will be based upon the E-Bid, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which can be downloaded from OpenGov. The "successful Contractor's final response as accepted by the City," shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the E-Bid requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the City's Contract terms and conditions and attached Sample Contract prior to submitting a response to this E-Bid. Contractors should plan on the Contract terms and conditions contained in this E-Bid being included in any award as a result of this E-Bid. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the E-Bid and the potential resulting Contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the E-Bid specifications and the Contract terms and conditions without change, except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a Contract provision, the Contractor must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the E-Bid.

In the event the Contractor is selected for potential award, the Contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the time identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Contractor's response. The City reserves the right to then proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the E-Bid may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

This E-Bid and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the E-Bid not specifically addressed in an exception statement in the proposal and accepted in the Contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the E-Bid; the E-Bid shall be the ruling document over the Proposal response for all requirements in the E-Bid not specifically addressed in an exception statement in the proposal. Statement and requirements in the E-Bid shall rule over the Proposal document.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Contractor attached thereto), the E-Bid (including any subsequent addenda and written responses to Bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the executed Contract.

(ii) Second, by giving preference to the specific provisions of the E-Bid.

(iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

8 Payment

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

1. The City shall have not less than thirty (30) days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the E-Bid and agreed upon in writing by the City.

6. Any discrepancies noted by the City must be corrected by the awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by City personnel. Once disputed items are resolved, the awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will make payments only on authorized transactions.
10. All invoices must be sent to: The Project Manager.

9 List of E-Bid Attachments

The following documents make up this E-Bid. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

A. Sample Contract (Attached)
B. Mandatory Forms (Mandatory Documents)

**Any documents indicated in Section 4.3 – "Mandatory Requirements," of this E-Bid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-Responsive.

City of Port St. Lucie
Procurement Management Division
Nathaniel Rubel, Assistant Director
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

QUESTION & ANSWER REPORT
GEN No. 20250085
Drainage Improvements at the Saints Golf Course

RESPONSE DEADLINE: March 18, 2025 at 2:00 pm

Friday, May 23, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. Engineers Estimate

Feb 21, 2025 6:09 PM

Question: What is the engineers estimate for this project?

Feb 21, 2025 6:09 PM

Answered by Robyn Holder: $300,000.00

Feb 22, 2025 11:07 PM

2. Contract Drawings

Feb 21, 2025 6:11 PM

Question: Are there Plans for this project? If so, where can we download them from?

Feb 21, 2025 6:11 PM

Answered by Robyn Holder: No.

Feb 22, 2025 11:07 PM

3. As Builts

Mar 6, 2025 3:20 PM

Question: Can you please provide As Built Drawings for completed irrigation upgrades?

Mar 6, 2025 3:20 PM

Answered by Robyn Holder: As-Builts will be provided.

Mar 10, 2025 11:22 AM

4. Pipe

Feb 24, 2025 1:03 PM

Question: What size pipe is required for the project? Since there are no plans, please provide a little more detail so as that those of us bidding can bid the identical pipe sizes.

Feb 24, 2025 1:03 PM

Answered by Robyn Holder: Pipe should be 2-4" diameter.

Mar 10, 2025 11:22 AM

5. No subject

Mar 5, 2025 2:50 PM

Question: What specific backfill mix is to be used?

Mar 5, 2025 2:50 PM

Answered by Robyn Holder: Backfill mix quoted should be that which is supportive of quality grass growth.

Mar 10, 2025 11:23 AM

6. No subject

Mar 5, 2025 3:13 PM

Question: Please confirm that the average trench depth is between 15 and 18 inches deep

Mar 5, 2025 3:13 PM

Answered by Robyn Holder: Trench depth will be approximately 12-18" in depth.

Mar 10, 2025 11:24 AM

7. No subject

Mar 5, 2025 3:14 PM

Question: Please confirm that the trenches are to be cut using an automatic laser controlled trencher?

Mar 5, 2025 3:14 PM

Answered by Robyn Holder: No preference is given of how trenches are dug.

Mar 10, 2025 11:24 AM

8. Budget

Mar 5, 2025 3:18 PM

Question: It was our understanding that $300K is budgeted for this project. Costing just the materials is over $500K is there more funds available?

Mar 5, 2025 3:18 PM

Answered by Robyn Holder: Project is funded for $300,000.

Mar 10, 2025 11:25 AM

9. No subject

Mar 5, 2025 3:59 PM

Question: The sample contract included includes the following scope of work: The project is for the installation of sub-surface perforated drainage pipes on several select fairway areas of the golf course. These pipes will be installed approximately 12-inches below the surface and approximately 6-8 inches apart in a parallel design. The total acreage of cover for this project on the golf course is approximately 8 acres. The resultant sub-surface pipe infrastructure on each fairway would be connected to the existing drainage system on the golf course for routing collected sub-surface water to area ponds and/or swales. The 6 - 8 inches apart above is a typo meant to be 6 - 8 feet apart? The coverage or linear feet of pipe for 8 acres will vary greatly depending on what spacing is used, could you please specify the exact spacing of drainage lines or better provide a total linear footage of pipe for all bidders to quote on?

Mar 5, 2025 3:59 PM

Answered by Robyn Holder: Yes, 6-8 inches is a typo, it should state 6-10 feet apart.

Mar 10, 2025 11:27 AM

10. No subject

Mar 5, 2025 4:00 PM

Question: Will it be possible to start the work in April during dryer conditions?

Mar 5, 2025 4:00 PM

Answered by Robyn Holder: No, the project is planned to be started in July 2025.

Mar 10, 2025 11:27 AM

11. Drawings

Mar 6, 2025 3:19 PM

Question: Can you provide approximate areas per hole and chipping area and approximate square footage for each location?

Mar 6, 2025 3:19 PM

Answered by Robyn Holder: This will be provided in an attachment.

Mar 10, 2025 11:27 AM

12. No subject

Mar 12, 2025 1:41 PM

Question: Is it expected for there to be aggregate wrapped in filter fabric under and around the pipes?

Mar 12, 2025 1:41 PM

Answered by Robyn Holder: No filter or aggregate is required under or around the pipes. The pipes can be installed with the fill sand under and around the pipes.

Mar 13, 2025 2:53 PM

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-593

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.e

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve 2025 Keep America Beautiful Cigarette Litter Prevention & Recycling Grant Agreement for $5,000

Submitted By: Meighan Beckett, Program Manager, Keep Port St. Lucie Beautiful

Strategic Plan Link: The City's Goal of safe, clean, and beautiful.

Executive Summary (General Business): The Cigarette Litter Prevention & Recycling Grant will help Keep Port St. Lucie Beautiful promote education and awareness of the harms of cigarette litter while providing alternatives to smokers to help prevent cigarette litter.

Presentation Information: N/A

Staff Recommendation: Move that the Council Approve the Grant Award and Authorize the City Manager or his designee to execute the Grant Agreement in substantially the same form as included as an exhibit hereto.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the grant award
2. Move that the Council not approve, provide staff with direction

Background: The City, through Keep Port St. Lucie Beautiful, has previously received this grant from Keep America Beautiful. The purpose of this grant is to focus specifically on cigarette-litter prevention programs and projects done by Keep America Beautiful affiliates.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments: 2025 Keep America Beautiful Cigarette Litter Prevention& Recycling Grant Agreement

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25162-01

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

Docusign Envelope ID: 1420A71B-4284-4B10-ACED-E546EAFFDD5F

2025 Keep America Beautiful Cigarette Litter Prevention & Recycling Grant Agreement

Keep America Beautiful ("**KAB**"), in partnership with its sponsors is pleased to provide resources to Keep Port St. Lucie Beautiful ("**Grantee**") to implement a 2025 Cigarette Litter Prevention and Recycling (CLPR) grant ("Project").

This Agreement ("**Agreement**") is entered into as of 6/9/2025 ("**Effective Date**") is entered into by and between Keep America Beautiful, Inc. ("KAB"), a Texas not-for-profit corporation having a principal place of business at 1010 Washington Blvd., Stamford, CT 06901 and Grantee. KAB and Grantee shall be collectively referred to as the "**Parties.**" The Description of Grant Activities, attached as **Exhibit A**, shall set forth relevant background information about Grantee, key performance indicators for goals aligned to the purpose of this Agreement, and any additional commitments of the Parties.

By signing this grant agreement, the Parties hereby agree to the following:

1. Grant Details
   KAB will provide a cash award of $5,000.00 ("Cash Grant") for general support of Grantee in carrying out the Grant Activities, as further set forth in this Agreement ("General Cash Grant").

2. Payment
   KAB will award the cash award in two installment payments, seventy percent (70%) of the cash award will be disbursed within thirty (30) days of KAB receiving an executed Agreement and an initial invoice; and the remaining thirty percent (30%) of the cash award will be disbursed upon KAB's acceptance of a final grant report and receipt of a final invoice. **Failure to submit the** initial **invoice** to kabinvoices@bill.com within 60 days of the execution of agreement **may result** in the **forfeiting** of the grant in its entirety. Failure to submit the final invoice to kabinvoices@bill.com within 60 days of submitting the final grant report may result in the forfeiting of the remaining 30% of the grant funds. Grantee shall use the Grant solely for the designated purposes as set forth in **Exhibit A**, and subject to Grantee's performance of all requirements under this Agreement.

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3. Implementation Timeline
   Grantee agrees to implement the Project between **May 19, 2025 and December 12, 2025**. Failure to complete the Project within the timeframe, except when approved in writing by KAB, will result in the forfeiting of the remaining 30% of the grant.

4. Reporting

   INTERIM:
   Grantee must submit an interim report through the KAB's reporting platform Affiliate Hub that outlines their impact data **by 5pm EST on September 30, 2025.**

   FINAL:
   Grantee must submit a final report through the KAB's reporting platform Affiliate Hub that outlines their impact data **by 5pm EST on December 15, 2025.**

   Failure to submit a final report by the deadline, except in cases where KAB has authorized a reporting extension in writing, may also result in the forfeiting of the remaining 30% of the grant and will make Grantee ineligible to receive KAB grant funding in 2026.

5. Acceptance
   a. Grantee accepts the above Grant in exchange for the performance of all required actions under this Agreement, including the commitments set forth in **Exhibit A**.
   b. Grantee shall use the Grant solely for purposes as described in this Agreement, and understands that any alternative use of the Grant must be authorized in advance by KAB in writing.
   c. Grantee acknowledges and agrees that that the receipt of this Grant does not imply a commitment on behalf of KAB to continue resource support beyond the term listed in this Agreement.

6. Use of Grant
   Grantee shall use the awarded goods, services, and funds in accordance with the Project description and budget as further described in **Exhibits A** and **D**. The Grantee will not use grant funds to influence legislation or for any purpose that is not permissible under section 501(c)(3) of the Internal Revenue Service Code. None of the grant proceeds are to be transferred by the grantee to any other organization without the written approval and consent of KAB.

7. Relationship between Parties
   This Agreement does not constitute and shall not be construed as creating a partnership, joint venture, or employee/employer relationship between the two parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained herein shall give, or is intended to give, any rights to any third person (except that the indemnification of Grantee by KAB and of KAB by Grantee shall extend to their respective,

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shareholders, officers, directors, employees, agents, management committee members, affiliates, and partners).

8. Trademark License
    a. KAB is the owner of right, title, and interest in and to the marks, "Keep America Beautiful (KAB)," and the KAB logo (collectively, "KAB Trademarks"). During the term of this Agreement, KAB hereby grants Grantee a limited, royalty-free, nonexclusive license to use and display KAB Trademarks, with KAB's prior written consent, in a manner that is related solely to the Grant and any promotional activities relating to such Grant. Grantee shall not use KAB Trademarks in any other manner without KAB's prior written consent. Except for the trademark provided on the Grant materials, such license shall terminate upon termination of this Agreement. Grantee acknowledges that the provisions of this paragraph do not convey to Grantee any right, title, or ownership interest in any KAB Trademarks.
    b. Grantee acknowledges its familiarity with the high quality of products and services offered under the KAB Trademarks and agrees to maintain a comparable standard of quality in connection with its use of the KAB Trademarks. Grantee shall comply with all Brand Standards (attached hereto as **Exhibit C**) in connection with its use of the KAB Trademarks, and shall not take any action or use the KAB Trademarks in any way that could tarnish or harm the goodwill or reputation associated with KAB or the KAB Trademarks.

9. Indemnification, Limitation of Liability and Disclaimer of Warranties
The Grantee agrees to defend, indemnify, and hold harmless KAB and its affiliates, directors, officers, employees, and agents from any claim arising out of or related to the Grant, regardless of cause, and this indemnity will survive the termination of the Agreement. KAB shall not be liable for any indirect, special, incidental, or consequential damages (including lost profits) related to this Agreement, even if KAB has been advised of such damages. Grantee acknowledges and agrees that KAB makes no warranties regarding the availability of Grant resources or the results of its efforts under this Agreement, and shall have no liability for unsatisfactory results or lack of funding. This indemnification provision shall survive the termination or expiration of this Agreement.

    a. Limitation of Liability
    In no event shall KAB be liable for any indirect, special, incidental, or consequential damages (including lost profits) or expenses arising out of or relating to this Agreement or Grant even if KAB has been advised of the likelihood of such damages.

    b. Disclaimer of Warranties

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i. Grantee acknowledges and agrees that KAB makes no warranties or representations as to the availability of resources for the Grant, this Agreement, or any disbursements hereunder, or the results achieved, if any, from KAB's efforts under this Agreement.

ii. Grantee acknowledges and agrees that KAB shall have no liabilities or obligations to Grantee in the event that no results or unsatisfactory results are achieved from KAB's funding or lack of funding under this Agreement.

10. Insurance

Each party shall maintain, at its sole expense, any applicable insurance and/or bonds required by law.

11. Term and Termination

a. This Agreement shall remain in effect for a period of 12 months from the effective date ("Term"), and shall expire unless extended in writing by both Parties.
b. KAB may terminate this Agreement or withhold Grant payments upon written notice to Grantee if: (i) Grantee is under criminal investigation or prosecution; (ii) Grantee experiences a material financial failure threatening the Agreement's execution; (iii) Grantee fails to make substantial progress on the commitments in **Exhibit A**; or (iv) Grantee (a) violates any applicable law or regulation, or (b) breaches this Agreement and fails to cure the breach within 30 days of notice.
c. In the event the Agreement is terminated under the above circumstances, KAB reserves the right to require Grantee to return all or a portion of the Grant.

12. Record Retention

a. Grantee shall maintain an accurate record of the Grant received, program metrics, and all expenses incurred under this Grant, and retain such books and records for at least four years after completion of the use of this Grant.
b. At KAB's request, Grantee shall permit reasonable access to its files, records, and personnel by KAB for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this Grant as KAB deems necessary.

13. Assignment and Transfer

This Agreement shall not be transferred or assigned by either Party without prior written consent of the other party.

14. Notices
    Any required notice under this agreement should be sent electronically to the addresses listed below, or to any updated address provided by the relevant Party in a notice given as outlined in this section.

    Keep America Beautiful
    c/o David Forsell, SVP Affiliate Operations & Programs
    dforsell@kab.org

15. Entire Agreement
    The Agreement and its attachments set forth the entire understanding and agreement of the parties, and supersede any and all oral or written communications. No change, modification, or amendment to this Agreement shall be valid unless set forth in writing and signed by both parties. Neither party shall be bound by any oral agreements, representations or special arrangements contrary to or in addition to the terms and conditions contained herein.

16. Counterparts
    This Agreement may be executed in one or more counterparts. For purposes of executing this Agreement, a document signed and transmitted by e-mail or telecopier is to be treated as an original document. The signature of any party thereon is to be considered as an original signature and the document transmitted is to be considered to have the same biding effect as an original signature or an original document.

IN WITNESS WHEREOF, and in accordance with the provisions outlined above, the parties have executed this Agreement.

GRANT RECIPIENT PARTNER

By:

Print Name: Kate Parmelee

Title: Deputy City Manager for Strategic Initiatives & Innovation

Email: mbeckett@cityofpsl.com

Date:

KEEP AMERICA BEAUTIFUL

By:

Print Name: Jennifer Lawson

Title: President & CEO, Keep America Beautiful

Date:

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Exhibit A
Description of Grant Activities

The following describes the responsibilities of each party under the Grant.

KAB's Responsibilities

1. Provide funding or products to Grantee as outlined in section 1 of this Agreement;
2. Provide Grantee with an electronic platform to report Project results ("Grant Reporting Platform");
3. Provide technical support as requested by the Grantee

Grantee's Responsibilities

1. Adhere to the funding limitations and conditions stated in the Agreement;
2. Implement the Project(s) as funded in the Agreement and outlined in the grant application submitted for review and attached as **Exhibit D**;
3. Keep KAB notified of any significant changes made in the Grant proposal, including but not limited to scheduled events and volunteer opportunities;
4. Notify KAB at least two weeks in advance of dates and times of scheduled events funded through this Grant;
5. Document the Project or event, including before and after photographs, volunteers in action, and share in a close-out report due by the deadlines outlined in this Agreement;
6. Identify Keep America Beautiful and use the Greatest American Cleanup Campaign branding during any events and as part of any social or media promotion (KAB would provide toolkit).

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Exhibit C

Keep America Beautiful Brand Standards

Electric files for KAB logos can be found here: 2020 Trademark Logos. Please consult with the KAB Program Manager regarding the preferred logo style and color for your particular project while adhering to the following brand standards.

Trademarks

When referring to Keep America Beautiful and its brands the ® (trademark registration) symbol must be used. For example: "AMERICA RECYCLES DAY® will take place on November 15, 2025. The Keep America Beautiful trademarks must be used as a noun. For example, say: "WASTE IN PLACE® is a program that teaches students how to process litter." Do not say: "We want you to keep your waste in place. Include the following legal language in an appropriate place on a website (for example, in a footer, and in the terms and conditions): KEEP AMERICA BEAUTIFUL is registered trademarks of Keep America Beautiful and is used with permission.

Keep America Beautiful®

Great American Cleanup®

Greatest American Cleanup®

America Recycles Day®

Waste in Place®

If you have questions about the Keep America Beautiful trademarks, or how to properly use them, please e-mail Allison Hannel: ahannel@kab.org.

Logo Usage

Both the logomark and the wordmark are registered trademarks of Keep America Beautiful, and should always be represented with the superscript registered trademark symbol. There are two approved versions of the Keep America Beautiful logo. The vertical or stacked version of the Keep America Beautiful logo in Grass is preferred. The horizontal version of the Keep America Beautiful logo can be used when space is limited.

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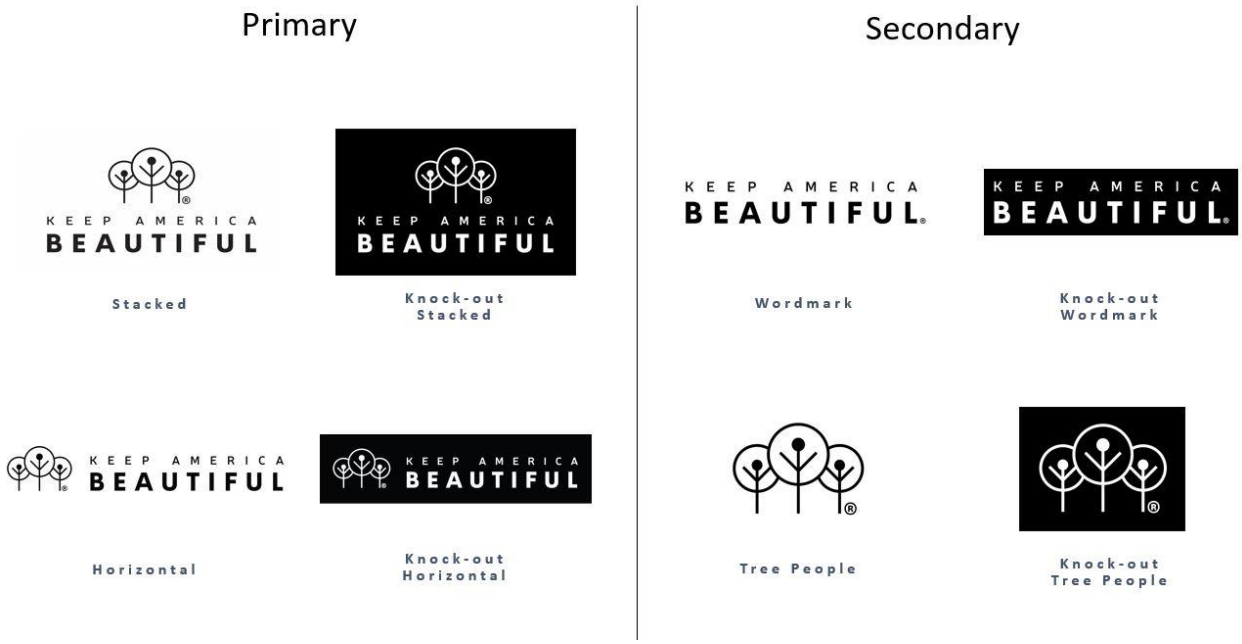
Approved Logogram

To protect the integrity of the logo, a defined amount of space or “padding” should be left around the logo. Use the diameter of the central tree to determine the amount of clearance space needed (or 20% of the width of the logo). Do not scale in print smaller than 1.88 inches and in a screen view less than 100 px.

Below are the approved formats of the Keep America Beautiful logo. The version of the Keep America Beautiful logo with just the tree people logogram should only be used as an accent in a document where the full logo lockup has already been utilized. Each approved logo lockup should never be altered or broken.



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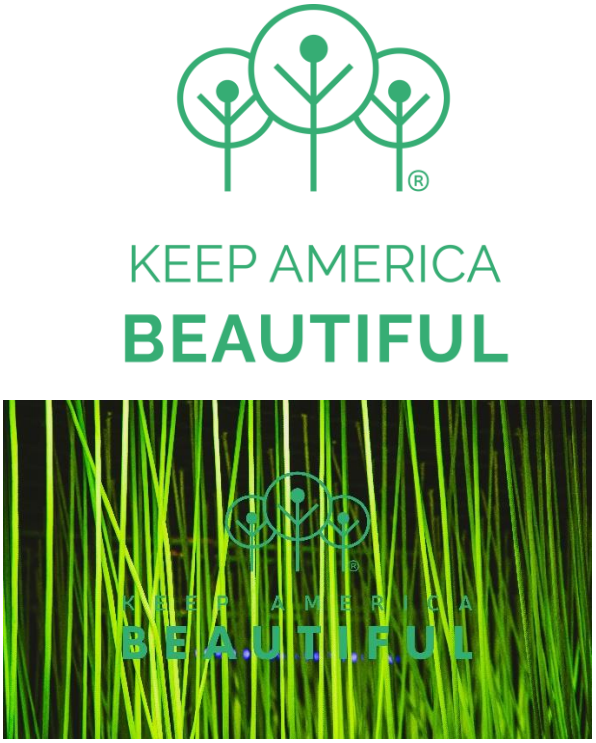
Do's and Don'ts

Do not alter the proportions of the logo, using an unapproved brand font, color, or tagline, and/or creating legibility issues in placement.



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Brand Color

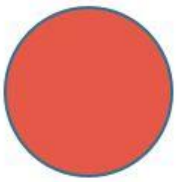
Grass is the primary brand color for the Keep America Beautiful logo. Grass – associated with growth, organic, nature, caring, and earth –embodies our position as a community improvement organization in the environmental sector.

Grass

CMYK: 74, 6, 73, 0
PMS: 2251C 7482U
RBG: 58 173 115
Hex: #3AAD73

Secondary Brand Colors

The Keep America Beautiful secondary colors further reflect our mission. Flame embodies activism, Sky represents the calm and steady trustworthiness of a legacy nonprofit organization, and Sunbeam reflects the bright and uplifting capacity of community improvement and beautification.



Flame

CMYK: 4, 81, 76, 0
PMS: 7597C 485U
RBG: 230 88 71
Hex: #E65847

Used for the End Littering goal.

Sky

CMYK: 71, 26, 12, 0
PMS: 7703C 638U
RBG: 67 154 194
Hex: #439AC2

Used for the Improve Recycling goal.

Sunbeam

CMYK: 0, 45, 92, 0
PMS: 130C 129U
RBG: 249 157 46
Hex: #F99D2E

Used for the Beautify Communities goal.

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Accent Colors

The following are approved Keep America Beautiful accent colors. Seal should be used as the text color for all print and digital materials. Storm may be used for headlines, subheads, and other design elements. Snow may be used as background color or body copy, as an alternative to white.

Seal

CMYK: 81, 66, 63, 75
PMS: Black 6C Neutral Black U
RBG: 17 29 32
Hex: #111D20

Used for the body copy.

Storm

CMYK: 62, 45, 45, 12
PMS: 444C 430U
RBG: 104 117 121
Hex: #687579

Used for headlines and elements.

Snow

CMYK: 6, 3, 3, 0
PMS: 663C 656U
RBG: 236 239 240
Hex: #ECEFFO

Used for backgrounds and body copy.

If you have any question about these logo guidelines, please contact: ahannel@kab.org or kabgrants@kab.org

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KEEP AMERICA BEAUTIFUL

Exhibit D

Grant Application

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2025 Cigarette Litter Prevention & Recyling Program Grants
Response ID: 104140
Submitted Date: 2025-03-21 14:48:41
Completion Time: 1 hr. 45 min. 11 sec.

Grant Guidelines: 2025 Cigarette Litter Prevention & Recycling Program (CLPR) Grants

Application Due: 5pm ET on March 22, 2025.

Extensions will not be granted. Incomplete applications will not be reviewed.

Overview

The Keep America Beautiful Cigarette Litter Prevention & Recycling Program (CLPR) helps reduce litter in American communities by collecting cigarette waste from public spaces and waterways and recycling it. Since its inception in 2003, the program has been implemented in more than 1,800 communities across the nation, achieving an average of 50% reduction in cigarette waste. In 2025, in partnership with its sponsors Altria, Reynolds American, Inc. and Santa Fe Natural Tobacco Company, KAB will offer cash and replacement infrastructure grants to support communities, affiliates and partners looking to:

- implement the CLPR for the first time
- scale existing CLPR efforts for broader impact
- maintain existing or reinvigorate past CLPR efforts
- replace aging, damaged or stolen receptacle infrastructure

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Funding & Assets Available

- Over $300,000 in funding will be available across cash funding tracks.

- Cash grants will range between $500 and $20,000 depending on the funding track.
- Mounted cigarette receptacles will only be provided for replacement infrastructure track grants.
- Upon request, grantees can also receive the following assets in-kind: cigarette butt recycling bags, pocket ashtrays, auto ashtrays.

General Eligibility

- These grants are open to Keep America Beautiful affiliates, nonprofits, local governments, and other community organizations. Non-KAB affiliates are strongly encouraged to partner with a KAB Affiliate in their community or state. KAB affiliates in President's Circle will receive priority review and consideration.

Timeline

- Application Deadline: 5PM ET on March 22, 2025
- Award Announcement: April – May 2025
- Project implementation: May - December 15, 2025
- Reporting Deadlines: Keep America Beautiful will require every grant recipient to complete interim and final reports by the following deadlines.
  - Interim Report Due: 5pm ET, September 30, 2025
  - Final Report Due: 5pm ET, December 15, 2025

General Guidelines (Applicable to all funding tracks)

- All grantees are strongly encouraged to recycle their cigarette butts. Applicants that signal commitment to cigarette butt recycling and/or outline a plan to recycle their cigarette butts will be prioritized for funding.
  - Note that Grantees who recycle their butts via TerraCycle will also benefit from TerraCyle's commitment to donating $1 per pound of cigarette waste collected from CLPR grantees. Registration with TerraCycle is required for this benefit.
- Proposals specifically interested in using CLPR as a clean water strategy will also be

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prioritized for funding.
- Proposals must clearly describe the need for the project.
- Applicant must demonstrate the ability to conclude the project and required reporting within the grant period.
- Applicants will be required to provide a budget and an accompanying rationale in their applications.
- As you plan your grant program activities, please keep in mind that grantees will receive 70% of their cash grant upon executing a grant agreement and submitting an invoice. The remaining 30% of the award will be disbursed after submitting a final invoice and having their final reports approved by Keep America Beautiful.

Grant Review Process & Considerations Applications will be reviewed & decided by a grant review and selection committee and evaluated for:

- Clear articulation for program need.
- Expected impact and outcomes in terms of cigarette litter reduced, materials recycled, and population served.
- Willingness and commitment to recycling cigarette butts and using the program as a clean water strategy.
- Ability to successfully implement the program within implementation period.
- Completeness, clarity, and respect for word limits.

Evaluation criteria above are not all required but highly encouraged to ensure strong and successful applications. Please note that 2023 and 2024 grant recipients who did not submit final reports to KAB will not be eligible for a grant in 2025.
Reporting Requirements Grantees will be expected to detail the following items in their final report:

- Date receptacles were received and placed into service.
- Photos and stories showcasing project impact.
- Verification and/or updates of materials in grant application.
- Documented status of cigarette litter (less/same/more) where the program is implemented.
- Weight of cigarette butts collected and recycled.
- Media outreach and/or coverage.
- Locations where receptacles are placed
- Copies of educational and/or marketing materials.

Funding Tracks In 2025, KAB will be offering the following funding tracks: **Track 1: New Communities** *Eligibility*
This funding track is available to affiliate or partner organizations/communities that have never received a CLPR grant in the past and are looking to implement the proven 4-step approach for the first time.
Funding Available Cash grants ranging between $5,000 - $20,000

Budget Guidelines

- We expect a substantial portion of the requested budget to go towards the purchase of cigarette litter receptacle infrastructure (eg. standing or mounted cigarette collection bins), as this is critical to the program’s success. The amount can range depending on need, but KAB recommends allocating 20% to 40% of the total budget to infrastructure. **Grants will not be issued to new communities that:**
  - **fail to include a budget** for purchasing infrastructure OR
  - **if not planning to purchase infrastructure** with the grant funds, fail to justify the source of infrastructure to meet your program’s needs.

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- Up to 20% of the project budget can be allocated to administrative, project management, and maintenance costs.

Other Considerations Applicants must commit to implementing the field-tested 4-step Cigarette Litter Prevention & Recycling Program.

- Applicants are highly encouraged to learn more about the 4-step CLPR process and scope the feasibility of executing it within the grant's implementation period before applying.
  - Keep America Beautiful affiliates can access additional resources by joining the 'CLPR Implementation Group' in the KAB Affiliate Hub.
  - All applicants can view our 2024 pre-implementation webinar here. KAB will publish an updated webinar in February 2025.

Track 2: Existing CLPR communities *Eligibility* This funding track is available to affiliate or partner organizations/communities that have received a Cigarette Litter Prevention Program in the past and want to:

- scale their program footprint, either through new partnerships or scaling into new areas within their geographies OR
- maintain existing efforts, revitalize past efforts or adjust their programming to implement learning from past program evaluations.

Guidelines

- Grants ranging between $500 and $15,000
- No infrastructure will be provided by KAB. Applicants should factor the cost of cigarette butt collection infrastructure into their budget request.

Budget Guidelines

- For applicants looking to scale efforts, KAB recommends that at least 20-30% of the requested budget is allocated to the purchase of cigarette litter receptacle and infrastructure.
- Up to 20% of the project budget can be allocated to administrative, project management and maintenance costs.

Track 3: Infrastructure Replacement Grants *Eligibility*

This track is available to affiliate or partner organizations/communities that have received a CLPR grant in the past and need to replace aging, damaged or stolen receptacle infrastructure.

Assets Available

- This track will provide in-kind mounted cigarette butt receptacles. No cash funding is available.
- Requests will be fulfilled until existing inventory is exhausted.

- Available inventory includes TerraCycle mounted aluminum receptacles with the following dimensions: 3 1/8" x 3 1/8" x 19"
- The minimum number of receptacles you can order is six.

Grant Terms Acknowledgement

I have read and fully understand the above description and requirements. By clicking the check box below, I agree to these terms and conditions of the grant program.
- Yes

Contact Information (Page 2 /3)

Applicant Contact Information

First Name	Last Name
Kate	**Parmelee**

Title	Contact Email Address
Deputy City Manager for Strategic Initiatives & Innovation	**grants@cityofpsl.com**

Contact Phone Number
772-344-4196

Is the primary contact for this project the same as the Applicant?
Yes

Organization Information

Organization Name
Keep Port St. Lucie Beautiful- City of Port St Lucie

Street Address	Organization Phone Number	City	State	Zip Code	Organization Website
121 SW Port St Lucie Blvd.	**772-871-5103**	**Port St Lucie**	**Florida**	**34984**	**https://www.cityofpsl.com/Home**

Federal Tax ID #
59-6141662

Is your organization a Keep America Beautiful affiliate?
Yes

Cigarette Litter Prevention & Recycling Program (CLPR) Grant Project Information (Page 3 /3)

Eligibility/Track Selection

Please select the track that best fits your application:
Track 2: I have implemented the CLPR program in the past and need funding to further scale the program, support existing efforts, or revitalize past efforts.

Project Summary

In 50 words or less, please summarize your current or expanding CLPR efforts

Keep Port St. Lucie Beautiful (KPSLB) will conduct extensive marketing and messaging, distribute ashtrays, and recycle cigarette butts citywide. The City of Port St. Lucie will increase awareness of the impacts of cigarette litter and conduct efforts to keep Port St Lucie beautiful, litter-free, and a great place to live and work.

What is the estimated number of volunteers that you expect to participate in this project? Enter 0 if no volunteers used for the project.
0

How many individuals will be served or reached by this program?
260000

Project Need

Please select the option that best describes the reason for your grant request:
Continuing or maintaining existing CLPR efforts

Describe why you are requesting this funding. What is the new need or opportunity being addressed? What are your goals? How will your grant help you be successful?
The City of Port St. Lucie continues to experience cigarette litter citywide. To combat this ongoing problem, the City seeks funding to highlight the detrimental effects of cigarette waste on the environment and public health. Additionally, the initiative will promote efforts that maintain the community's natural beauty, ensuring that Port St. Lucie remains a clean, inviting, and enjoyable place for residents and visitors alike to live, work, and thrive. This grant will help address and reduce litter by encouraging participation in cigarette litter prevention. A robust marketing and messaging campaign will target the entire Port St. Lucie community, including restaurants, commercial property/business owners, and vehicle drivers. With grant funding, KPSLB in collaboration with the City's Communications Department will build upon previous work and create an engaging campaign to help unite stakeholders in the common cause of preventing cigarette litter. KPSLB will also participate in Keep America Beautiful's in-kind cigarette butt recycling and ashtray distribution efforts to encourage responsible disposal of cigarette waste. This grant will help address litter control by allowing the City to combine dynamic marketing with distribution of pocket ashtrays and

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recycling of cigarette butts to encourage cigarette litter prevention.

Project Plan

How will the project be implemented? Please identify how you will utilize organization staff and/or volunteers.
The grant-funded marketing and messaging campaign will address cigarette litter prevention by targeting residents, restaurants, commercial property/business owners, and vehicle drivers. In collaboration with the City's Communications Department, KPSLB will create a colorful, interesting campaign to help unite stakeholders in the common cause of preventing litter. The campaign will include social media (Facebook, lnstagram, and Twitter), the KPSLB website, e-newsletters, City Manager's Monthly Report, and paid ads (social media platforms, Google, radio, and TV PSAs). Emails will be sent out to various group lists. A special cigarette-animated character will be used for print and video PSAs. KPSLB will also distribute pocket ashtrays at outreach events and participate in Keep America Beautiful's cigarette butt recycling campaign to encourage litter prevention. The collaborative team will include the KPSLB Committee and staff, Adopt-a-Street Program volunteers, Treasure Coast Waterway Cleanup Event Coordinators, the KPSLB Litter Crew, other local restaurants, business owners, and property managers.

Project Impact

Apart from a reduction in cigarette litter, what are the expected outcomes of your project? (Project outcomes are the changes that you believe will occur as a result of your project. Outcomes can include, but are not limited to: individual-level changes, such as changes in knowledge, interests, awareness, and skills; institutional changes, such as changes in policies and partnerships; and community changes, such as changes in the environment and economy.)What specific outcomes that you listed will be measured and how will you measure them?
OUTCOMES & MEASUREMENTS • Outcome: Increase in recycled butts. Measure – Monthly tracking and weighing of cigarette butt-filled boxes by KPSLB utilizing hand scales, before shipping to TerraCycle. • Outcome: Increase in public's awareness on the importance of cigarette litter disposal. Measure – Survey distributed to public at events attended or sponsored by KPSLB. • Outcome: Increase in community pride. • Measure – Annual National Community Survey results. • Outcome: Reduced complaints of litter in the public realm. • Measure – Number of complaints to City of Port St. Lucie.

Project Timeline

Project Start Date	Project Completion Date
05/15/2025	**12/15/2025**

Project Partners

Tell us about your CLPR taskforce and how they've enabled and will continue to enabe the program's success.

The collaborative team will include the KPSLB Committee and staff, Adopt-a-Street Program volunteers, Treasure Coast Waterway Cleanup Event Coordinators, the KPSLB Litter Crew, other local restaurants, business owners, and property managers. For years, these partners have served as boots on the ground carrying out and participating in Port St. Lucie's cigarette litter prevention efforts. They have delivered ash receptacles, litter grabbers, and buckets to restaurants and businesses and informed them about the KPSLB program. Likewise, they will be instrumental in implementing this project and ensuring its success.

Project Infrastructure

Style of cigarette litter collection bin you plan on requesting . [Select all that apply by holding Ctrl+ (on Mac use Command key) and clicking on your selections].
- Wall/post mounted receptacle

Please provide further details regarding the receptacles you'd like to purchase. Include models, vendors and if relevant, links	Would you like to receive pocket ashtrays
Keep Port St. Lucie Beautiful is not requesting funds for purchasing receptacles.	**Yes**

Would you like to receive auto ashtrays	Would you like to receive Envelopes
Yes	**Yes**

Shipping Information

For shipping pocket ashtrays, auto ashtrays, or recycling envelopes, shall we use the applicant contact information and organization address listed on the previous page or should we ship to a different contact and/or address?
Different Contact and/or Address

Shipping Address Delivery Considerations (select all that apply)
- Advance Notice of Delivery Needed

Shipping Contact

Shipping Contact First Name	Shipping Contact Last Name
Meighan	**Beckett**

Shipping Contact Email	Shipping Contact Phone
mbeckett@cityofpsl.com	**772-871-5082**

Shipping Contact Street Address	Shipping Contact City
121 SW Port St Lucie Blvd.	**Port St. Lucie**

Shipping Contact State	Shipping Contact Zip Code
Florida	**34984**

Grant Request

Requested CLPR cash grant amount ($5,000 - $20,000). Please select your requested amount below.
$5,000

Budget: How will the requested funds from the previous question be spent? Please indicate the amount in each category below. The number must total the requested grant amount. Please enter 0 if no expenses in a particular category. Please follow infrastructure spending recommendations outlined in grant guidelines. Up to 20% of budget can cover program administrative, management and maintenance cost.

Administrative expenses
100

Labor expenses
0

Education and marketing materials	Media expenses	Receptacle Infrastructure Expenses	Other infrastructure expenses
3400	**1500**	**0**	**0**

Please explain your budget allocations and how you are planning to spend the funds in each category. If your allocation for infrastructure is zero or less than the 20-30% recommended range please justify.
Administrative expenses - Packaging to ship cigarette butts to TerraCycle for recycling. Education and marketing materials -Marketing and promotional materials for CLPR and TerraCycle. Media expenses - Radio ads. Other infrastructure expenses - KPSLB is not applying for infrastructure.

Which of the following types of additional support will your program leverage to ensure program success?
- In-kind labor (other than program volunteers)
- In-kind supplies
- In-kind media

Additional Information

Will your program focus on or seek to directly benefit waterways?(e.g., Implementing near local waterways, including receptacles near waterways or storm drains, raising awareness of impact of cigarette litter on waterways)?
No

Cigarette butts are recycled at no cost to you via KAB’s partner TerraCycle. Are you planning to participate in the butt recycling service from TerraCycle?
Yes

If available, please describe your plan to recycle cigarette butts.
Cigarette butt litter will be tracked, weighed and placed in boxes by KPSLB utilizing hand scales, and then shipped to TerraCycle for recycling.

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Please describe your plans for cigarette receptacle installation and maintenance.	If installing new receptacles, have you secured the required permission to install receptacles in new areas? If installing in public spaces, have you secured or scoped any permissions required from the local jurisdiction? If installing in private spaces, have you secured permission from the property owners?	Who will service and empty the cigarette litter stands?	Please describe your plan for pocket and/or auto ashtray distribution. If you will not distribute these products, please enter N/A.
Keep Port St. Lucie Beautiful is not requesting funds for purchasing or installing new receptacles, but is committed to maintaining 92 previously installed receptacles throughout the city.	**Yes**	**- Paid internal staff**	**Ashtrays will be distributed at KPSLB's 13 upcoming 2025 Outreach Events including: Caring Community Cleanup, Earth Day, SafetyFest, St. Lucie Mets Appreciation Night, Drive-thru Tree Giveaway, Health Fair, FreedomFest, TC Waterway Cleanup, City University, Drive-thru Tree Giveaway, National Night Out, Oktoberfest, PSL in Lights.**

With an 8-month implementation grant period, understanding the steps and buy-in required to enable your project's success is critical. Please describe any preparatory or early planning work you have done to ensure the project is feasible within the timeline.	How will you ensure your project can be sustained into the future?
KPSLB is building upon past cigarette litter prevention efforts, which will allow for the usage and expansion of an existing framework. The City will use established communication outlets such as social media (Facebook, lnstagram, and Twitter), the KPSLB website, e-newsletters, City Manager's Monthly Report, and paid ads (Facebook, radio, and TV PSAs). Previously created group email lists will also be utilized. A special cigarette-animated character was created for print and video PSAs. The KPSLB website has been updated with a unique web banner for CLPR - "Cigarettes are not biodegradable". A street banner was created with an action call to residents "Cigarette Butts are the #1 form of litter, Find out how you can Keep Port St. Lucie Beautiful" with "Keep Butts off the ground". KPSLB also has an established calendar of yearly events where outreach will occur.	**KPSLB will continue to promote cigarette litter prevention with banners, signage, the KPSLB newsletter, the City's website, and eblasts following the grant period. The City will continue to look for grant funding to sustain its marketing and messaging, distribute ashtrays, and recycle cigarette butts citywide.**

What challenges do you anticipate in completing your project? (E.g. permits, property owner approvals, insufficient funding, inclement weather, community buy-in, material

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supplies/procurement). What can you do or are planning to do to ensure those challenges do not get in the way of project success?
Community buy-in is a potential challenge in completing this project. Therefore, KPSLB will exhaust all options to market, advertise, and conduct outreach to increase awareness on the importance of cigarette litter disposal. Also, inclement weather is a potential impediment to community events. In the event of poor weather, KPSLB will reschedule its outreach activities.

If you are finished with this grant application, please click "Review and Submit" to be taken to the Confirmation Page where you can review and print your completed application. On that page, you will be asked to "Confirm" your submission, at which time your application is complete.

Certificate Of Completion

Envelope Id: 1420A71B-4284-4B10-ACED-E546EAFFDD5F

Status: Sent

Subject: Keep America Beautiful™ Cigarette Litter Prevention & Recycling Grants Award

Source Envelope:

Document Pages: 24

Signatures: 0

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Jason Smith
1010 Washington Blvd
Stamford, CT 06901
jsmith@kab.org
IP Address: 155.226.129.247

Record Tracking

Status: Original
6/9/2025 3:15:28 PM

Holder: Jason Smith
jsmith@kab.org

Location: DocuSign

Signer Events	Signature	Timestamp
Kate Parmelee grants@cityofpsl.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/11/2025 8:30:26 AM ID: e738249f-ba81-4b38-bbe9-3fb2ca6b05f0		Sent: 6/9/2025 3:15:51 PM Viewed: 6/11/2025 8:30:26 AM
Jennifer Lawson jlawson@kab.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Keep America Beautiful Grants affiliateservices@kab.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
KAB Grants kabgrants@kab.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/9/2025 3:15:51 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Keep America Beautiful (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Keep America Beautiful:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: tmichailides@kab.org

To advise Keep America Beautiful of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tmichailides@kab.org and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Keep America Beautiful

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tmichailides@kab.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Keep America Beautiful

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to tmichailides@kab.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Keep America Beautiful as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Keep America Beautiful during the course of your relationship with Keep America Beautiful.

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-482

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.f

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Amendment #4 to Contract #20160120 for the Supply of Zinc-Orthophosphate for the Water Treatment Facilities with Amaya Solutions, Inc. f/k/a American Water Chemicals, Inc. d/b/a American Water Chemicals

Submitted By: Keith Stewart, Sr. Contracting Officer, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Keith Stewart, PMD.
2. Parties: City of Port St. Lucie and Amaya Solutions, Inc. f/k/a American Water Chemicals, Inc. d/b/a American Water Chemicals (“AWC”).
3. Purpose: To amend Contract #20160120 to modify the pricing of Zinc-Orthophosphate for the City’s water treatment facilities.
4. New/Renewal/Modified: Modify.
5. Duration: The Contract commenced on July 1, 2016 and is a continuing contract unless amended, cancelled, or rebid.
6. Benefits to Port St. Lucie: To continue to provide AWC’s proprietary blend of the chemical Zinc-Orthophosphate as a corrosion inhibitor to protect the City’s facilities as part of the water treatment process.
7. Cost to Port St. Lucie (Annual and Potential): AWC seeks an increase from $0.83/lb. to $1.29/lb., which includes the cost of freight at $0.09/lb. Initial Annual Cost in the amount of $155,000.00 and total annual estimated cost for FY 25 is $250,000. Future expenditures will be appropriated as each year's budget allows.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve Amendment #4 to Contract #20160120 with AWC to provide Zinc-Orthophosphate at a rate of $1.29/lb., which includes the cost of freight at $0.09/lb.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Amendment #4 to Contract #20160120.
1. Move that the Council not approve Amendment #4 to Contract #20160120 and provide staff with

direction.

Background: The City, by and through its Utility Systems Department ("USD"), entered into Contract #20160120 with AWC, approved by the City Council on July 25, 2016, for the supply of Zinc-Orthophosphate, a proprietary blend successfully used as a corrosion inhibitor in the water treatment process. AWC subsequently assigned its rights under the contracts to Amaya Solutions, Inc. In FY 23/24, the Prineville Water Treatment Facility used 74,493 lbs. and the James E. Anderson ("JEA") Water Treatment Facility used 74,507 lbs. of this chemical. The City has a separate contract with the same vendor for anti-scalant. The base component for AWC A-751 Corrosion Inhibitor is zinc, used in battery manufacturing, an industry which is experiencing an increase in demand. The world market for zinc has been disrupted by the massive demand for zinc in automobile batteries for Hybrid and Fully Electric vehicles. In addition, the availability of zinc for non-vehicle zinc applications is extremely low. Automotive manufacturers worldwide are willing to pay a premium for zinc which is simply passed onto the consumer.

The USD performed a pilot study at the water treatment plants in 2009 with Tetra Tech. The pilot showed that the Zinc Orthophosphate blend used at Prineville showed a significant reduction in corrosion. Corrosion inhibitors are not a "one size fits all" - the performance may vary and is specific to each water quality and can vary widely between similar applications. The AWC Blend was successfully tested and is a proprietary blend.

Issues/Analysis: Staff reviewed the requested price increase and recommends approval.

Financial Information: Account #431-0000-141005 (Chemicals).

Special Consideration: The Contract provides for price adjustments every 12 months. AWC was afforded one price adjustment via Amendment One in June 2021. Amendment #3 increased the prices and held the current requested price firm until July 1, 2023. The parties will re-evaluate every 6 months thereafter based on the Producer Price Index ("PPI").

Location of Project: N/A.

Attachments:
Amendment #4 signed.
Amendment #3.
Amendment #2.
Amendment #1.
Original Contract.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25099-02.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT
AMENDMENT

This Amendment #4 ("Amendment #4") to the contract to Supply Zinc-Orthophosphate for the Water Treatment Facilities under Contract #20160120 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #4 is fully executed.

Contractor's Full Legal Name:	Amaya Solutions, Inc. f/k/a American Water Chemicals, Inc. d/b/a American Water Chemicals
Solicitation No./Event ID:	20160120
Solicitation Title/Event Name:	Supply Zinc-Orthophosphate for the Water Treatment Facilities (AWC-A-751)
Contract Award Date:	07/25/2016
Initial Contract Term:	Continuing starting 07/01/2016
Current Contract Expiration Date:	This is a continuing contract.
Requested Contract Expiration Date:	N/A
Initial Contract Annual Amount:	$0.74/lb amended to $0.83/lb per Amendment #1
Current Contract Amended Amount:	$1.20/lb plus the cost of freight at $0.09/lb TRA
Requested Financial Change Amount:	N/A
New Contract Annual Amount:	Unit price as needed
Amendment No.:	4
Amendment Type:	**Increase of Commodities**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current

Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

    1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
    2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
    3. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
    4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the Contract with the subcontractor.
    5. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
    6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision in Section XX of the Contract.

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

or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

4. **SUCCESSORS AND ASSIGNS.** This Amendment #4 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #4, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #4 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Signature page to follow

IN WITNESS WHEREOF, the parties have caused this Amendment #4 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Amaya Solutions Inc. DBA American Water Chemicals
Authorized Signature:	
Printed Name and Title of Person Signing:	Tony de Almeida Operations Director
Date:	05.13.2025
Company Address:	1802 Corporate Center Lane, Plant City FL 33563

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: February 14, 2023

TO: ****ORIGINAL****
CITY CLERK

FROM: Anibal Barreto
Procurement Management Department

SUBJECT: Authorization to Release Contract

CONTRACT:	#20160120 Amendment #3
CONTRACT TITLE:	Supply Zinc-Orthophosphate for the Water Treatment Facilities
VENDOR NAME:	American Water Chemicals, Inc.
VENDOR ADDRESS:	1802 Corporate Center Lane
CITY & STATE:	Plant City, FL. 33563

APPROVED BY COUNCIL: July 25, 2016
7g) – WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C), SUPPLY ZINC-ORTHOPHOSPHATE FOR THE WATER TREATMENT FACILITIES, AMERICAN WATER CHEMICALS, INC., #20160120, ESTIMATED ANNUAL COST IS $73,000 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, UNIT PRICES WILL BE FIRM FOR THREE YEARS, PRICE ADJUSTMENTS MAY BE CONSIDERED BEGINNING JULY 1, 2019, AND EVERY 12 MONTHS THEREAFTER

APPROVED BY COUNCIL: February 13, 2023
Amendment #3: AMOUNT INCREASE- $55,000.00. Temporary price increase until May 1, 2023. AWC will record the revised PPI in preparation for the May 1, 2023, adjustment. Sixty days prior to the Expiration Date, AWC will provide the revised price for the six-month period May 1, 2023- November 1, 2023.

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

Thank you.

Contract # 20160120

"A City for All Ages"

CONTRACT AMENDMENT

This Contract Amendment #3 ("Amendment") by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Amaya Solutions, Inc fka American Water Chemicals, INC.
Solicitation No./Event ID:	20160120
Solicitation Title/Event Name:	Supply Zinc-Orthophosphate for the Water Treatment Facilities AWC-A-751
Contract Award Date:	July 25, 2016
Initial Current Contract Term:	July 1, 2016 – June 30, 2017
Current Contract Expiration Date:	This is a continuing contract.
Requested Expiration Date:	N/A
Initial Contract Amount:	$0.74/lb. amended to $0.83/lb. per Amendment #1
Contract Amended Amount:	$0.9545/lb. plus the cost of freight at $0.09/lb.[1] $1.20/lb. plus the cost of freight at $0.09/lb.
Requested Financial Change Amount:	$0.1245 per lb. plus the cost of freight
New Contract Amount:	Unit price as needed
Amendment No.:	3
Amendment Type:	Terms Revision

RECITALS

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

WHEREAS, the City and Contractor are experiencing escalating costs associated with chemical production; and

WHEREAS, Amendment 1 to the Contract authorized the Contractor to request price adjustments every 12 months beginning July 1, 2019; and

WHEREAS, the City denied Contractor's request for a price increase in October 2022; and

WHEREAS, the Contractor agreed to hold pricing for previous shipments at $0.9545/lb. plus the cost

TRA
01/30/23

of freight until February 14, 2023; and

WHEREAS, the parties desire to enter into this Amendment to adjust the price from February 15, 2023 to July 1, 2023 to $1.20/lb. plus the cost of freight, and then to establish a firm price pursuant to a price index,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated as forming the intent and purpose behind this Amendment.
2. **Terms and Conditions.** Due to supply shortages and the supply market, American Water Chemicals is requesting a price increase for the following items:

Zinc Orthophosphate (AWC-A-751)	Revised Price	Freight
December 1, 2022- February 14, 2023	$0.9545/lb.	$0.09/lb.
February 15, 2023 – July 1, 2023	$1.20/lb.	$0.09/lb.

Prices will expire at midnight on July 1, 2023 ("Expiration Date"). Thereafter, the parties agree to use index WPS06502 to adjust the price accordingly on a bi-annual basis. AWC will record the revised PPI in preparation for the July 1, 2023 adjustment. Sixty days prior to the Expiration Date, AWC will provide the revised price for the six-month period July 1, 2023- January 1, 2024. The chemical cost per lb. unit price shall be adjusted based on the percent change (up or down) in the previously identified index. The percent change will be applied to the base period line item 1 price for each evaluation. The adjusted price shall apply to new orders placed on or after the effective date of the approved, adjusted price. The City may require additional documentation in addition to PPI changes to support price adjustments and demonstrate consistency with comparable municipalities for the duration of the Contract.

3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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TDA
01/30/23

Contract # 20160120

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Amaya Solutions, Inc. DBA American Water Chemicals
Authorized Signature:	
Printed Name and Title of Person Signing:	Tony de Almeida, Operations Manager
Date:	01/30/2023
Company Address:	1802 Corporate Center Lane, Plant City FL 33563

CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis Director, Budget and Procurement
Date:	2/27/2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

[1] until February 14, 2023

MEMORANDUM

DATE: November 15, 2021

TO: Russ Blackburn, City Manager

FROM: Shelby Dolan, Procurement Management Department

SUBJECT: Amendment for Name Change

CONTRACT:	#20160120 Amendment #2
CONTRACT TITLE:	Supply Zinc-Orthphoshate to Water Treatment Facilities
CONTRACTOR NAME:	Amaya Solutions, Inc. fka American Water Chemicals, Inc.
VENDOR ADDRESS:	1802 Corporate Center Lane
CITY & STATE:	Plant City, FL 33563

APPROVED BY COUNCIL: Not required

BACKGROUND INFORMATION: American Water Chemicals, Inc. currently has (2) awarded contracts with the City of Port St. Lucie. They have recently gone through a name change from American Water Chemicals, Inc. to Amaya Solutions, Inc. This Amendment is for the reassignment of the listed contracts above to placed under the new name Amaya Solutions, Inc. Attached is the Consent to Assignment and Assumption of Agreement.

Please sign one original and return to Shelby Dolan in Procurement Management Department.

Thank you.

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 SE Ogden Lane
Port St. Lucie, FL 34983
(772) 873-6400 – TDD Accessible
(772) 873-6405 – FAX
Stefanie Beskovoyne, Deputy Director

"A City for All Ages"

TO:	RUSS BLACKBURN, CITY MANAGER
VIA:	JESUS MEREJO, CHIEF ASSISTANT CITY MANAGER
THROUGH:	BRAD MACEK, UTILITY SYSTEMS DIRECTOR
FROM:	STEFANIE BESKOVOYNE, DEPUTY DIRECTOR, UTILITY LEGAL AFFAIRS SB
SUBJECT:	CONSENT TO ASSIGNMENT AND ASSUMPTION
DATE:	NOVEMBER 9, 2021

Attached for your review and consideration is a Consent to Assignment and Assumption of Agreement between American Water Chemicals, Inc. and Amaya Solutions, Inc. for Contract #20160120 and #20180167.

Please execute the attached and return to my attention. If you have any questions, please contact me.

Thank you.
SB

Enclosure.

For Internal Use Only
After fully executed:

__ Sent to Procurement
__ Sent to Clerk for Image Director
__ Sent to Paladin for COI Tracking

PREPARED BY AND RETURN TO:
STEFANIE BESKOVOYNE, ESQ.
900 SE OGDEN LANE
PORT ST. LUCIE, FL 34983
SBESKOVOYNE@CITYOFPSL.COM

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT ("Assignment") is entered into as of the 9th day of November 2021 ("Effective Date") by and among the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 ("CITY"), **AMERICAN WATER CHEMICALS, INC.,** a foreign corporation whose address is 1802 Corporate Center Lane, Plant City, FL 33563 ("ASSIGNOR"), and **AMAYA SOLUTIONS, INC.**, a foreign corporation authorized to do business in the State of Florida whose mailing address is 1802 Corporate Center Lane, Plant City, FL 33563 ("ASSIGNEE"). CITY, ASSIGNOR and ASSIGNEE may also be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the CITY and ASSIGNOR entered into Contract No. 20160120 on July 29, 2016 for the supply of Zinc-orthophosphate for the water treatment facilities for the City of Port St. Lucie as well as other tasks and Contract No. 20180167 on July 23, 2018 for the supply of anti-scalant for the water treatment facilities for the City of Port St. Lucie as well as other tasks (collectively the "Agreement"); and

WHEREAS, ASSIGNOR and ASSIGNEE entered into a Bill of Sale and Assignment and Assumption Agreement, which transfers all of ASSIGNOR's right, title and interest in and to their assets to ASSIGNEE; and

WHEREAS, ASSIGNOR desires to assign all of its rights and interest in the Agreement to ASSIGNEE and ASSIGNEE desires to assume all of ASSIGNOR's obligations under the Agreement; and

WHEREAS, the City consents to the assignment of rights,

NOW THEREFORE, in consideration of the sum of ten dollars ($10) mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and by this reference incorporated herein and made a part hereof.

2. All other terms and conditions of the Agreement between CITY and ASSIGNOR shall remain unchanged and in full force and effect.

3. ASSIGNEE has reviewed the terms of the Agreement and ASSIGNEE hereby assumes all rights and obligations under the Agreement and agrees to be bound thereby.

4. ASSIGNEE shall be liable to CITY in any action taken for violation of any condition or covenant contained within the Agreement.

IN WITNESS WHEREOF, the Parties are authorized to bind their respective entities and have affixed their hands and seals on the dates entered below.

[SIGNATURE PAGES FOLLOW]

ASSIGNOR:

AMERICAN WATER CHEMICALS, INC

ATTEST:

Sign: Brooke M. Farrer

Print: Brooke Farrer

By: RUDY CANEZO

Authorized Representative

[SEAL]

AMERICAN WATER CHEMICALS INCORPORATED * TAMPA, FLORIDA U.S.A.

STATE OF FLORIDA)
) ss
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 9 day of November 2021, by Rudy Canezo, as Treasurer of **AMERICAN WATER CHEMICALS, INC.,** who appeared via ___ remote online notarization or ✓ in person and is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Breanna Clark
Notary Public
State of Florida
Comm# HH123298
Expires 4/27/2025

Signature of Notary Public

Breanna Clark

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 04/27/2025

NOTARY SEAL/STAMP

ASSIGNEE:
AMAYA SOLUTIONS, INC

ATTEST:

Sign: Brooke M. Farrer

Print: Brooke Farrer

By: RUDY CANEZO

Authorized Representative

[SEAL]

AMAYA SOLUTIONS INC. CORPORATE SEAL 2019 U.S.A

STATE OF FLORIDA)
) ss
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9 day of November 2021, by Rudy Canezo as Treasurer for **AMAYA SOLUTIONS, INC.** who appeared via ____ remote online notarization or ✓ in person and is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Signature of Notary Public

Breanna Clark
Notary Public
State of Florida
Comm# HH123298
Expires 4/27/2025

Breanna Clark

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 04/27/2025

NOTARY SEAL STAMP

Consent to Assignment and Assumption of Agreement:

CITY:

ATTEST:

Sally Walsh
City Clerk

[SEAL]

CITY OF PORT ST. LUCIE

By:

Russ Blackburn
City Manager

MEMORANDUM

DATE: June 3, 2021

TO: Jeff Bremer, City Manager

FROM: Shelby Reisinger
Procurement Management Department

SUBJECT: Authorization to Release Contract

CONTRACT:	#20160120 Amendment #1
CONTRACT TITLE:	Supply Zinc-Orthophosphate for the Water Treatment Facilities
VENDOR NAME:	American Water Chemicals, Inc.
VENDOR ADDRESS:	1802 Corporate Center Lane
CITY & STATE:	Plant City, FL. 33563

APPROVED BY COUNCIL: July 25, 2016
7g) – WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C), SUPPLY ZINC-ORTHOPHOSPHATE FOR THE WATER TREATMENT FACILITIES, AMERICAN WATER CHEMICALS, INC., #20160120, ESTIMATED ANNUAL COST IS $73,000 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, UNIT PRICES WILL BE FIRM FOR THREE YEARS, PRICE ADJUSTMENTS MAY BE CONSIDERED BEGINNING JULY 1, 2019, AND EVERY 12 MONTHS THEREAFTER

Please sign two originals and return to Shelby Reisinger in Procurement Management Department.

Thank you.

Contract # 20160120

"A City for All Ages"

CONTRACT AMENDMENT

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	American Water Chemicals, Inc.
Solicitation No./Event ID:	20160120
Solicitation Title/Event Name:	Supply Zinc-Orthophosphate for the Water Treatment Facilities
Contract Award Date:	July 25, 2016
Initial Current Contract Term:	July 1, 2016
Current Contract Expiration Date:	Continuing Contract unless amended, cancelled or rebid.
Requested Contract Expiration Date:	N/A.
Initial Contract Amount:	Unit price as needed
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	12% price increase
New Contract Amount:	Unit price as needed
Amendment No.:	1
Amendment Type:	**Terms Revision**

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Contract # 20160120

1. All unit prices for the Original Contract will be increased by 12% due to price increases in raw materials, packaging, and freight for Zinc Orthophosphate (AWC A-751):

	Unit Price	Revised with 12% increase
Zinc-Orthophosphate ARO is 2-3 days	$ 0.74/lb	$ 0.83/lb
Freight Charges per shipment:		
2,000 gal. Shipments	$ 0.03 per lb.	Same
4,000 gal. Shipments	$ 0.02 per lb.	Same

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	MOHANNAD ALMALKI
Authorized Signature:	
Printed Name and Title of Person Signing:	Mohannad Almalki, President
Date:	6/2/2021
Company Address:	1802 Corporate Center Lane, Plant City, FL 33566

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Jesus Merejo Chief Assistant City Manager
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: July 29, 2016

TO: "ORIGINAL" CITY CLERK

FROM: Shelby Reisinger SR
Procurement Management Department

SUBJECT: Authorization to Release Contract

CONTRACT:	#20160120
CONTRACT TITLE:	Supply Zinc-Orthophosphate for the Water Treatment Facilities
VENDOR NAME:	American Water Chemicals, Inc.
VENDOR ADDRESS:	1802 Corporate Center Lane
CITY & STATE:	Plant City, FL. 33563

APPROVED BY COUNCIL: July 25, 2016
7g) – WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C), SUPPLY ZINC-ORTHOPHOSPHATE FOR THE WATER TREATMENT FACILITIES, AMERICAN WATER CHEMICALS, INC., #20160120, ESTIMATED ANNUAL COST IS $73,000 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, UNIT PRICES WILL BE FIRM FOR THREE YEARS, PRICE ADJUSTMENTS MAY BE CONSIDERED BEGINNING JULY 1, 2019, AND EVERY 12 MONTHS THEREAFTER

Please sign two originals and return to Shelby Reisinger in Procurement Management Department.

Thank you.

RECEIVED
AUG 01 2016
Procurement Management Department

RECEIVED
JUL 28 2016
CITY MANAGER'S OFFICE

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160120

This CONTRACT, executed this 1st day of August, 2016, 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 American Water Chemicals. Inc. a Florida Corporation, *1802 Corporate Center Lane, Plant City, FL 33563* Telephone No. (813) 246-5448 Fax No. (813) 623-6678, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTICES

Project Manager:
City of Port St. Lucie
Utility Systems Department
Attn: Brad Macek
900 SE Ogden Lane
Port St. Lucie, FL 34983
Telephone: 772-873-6400- Fax: 772-873-6504
Email: bmacek@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Brenda Leo, Contract Specialist
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5222 / Fax: 772-871-7337
Email: bleo@cityofpsl.com

Contractor:
American Water Chemicals, Inc.
Attn: Kim Leskis
1802 Corporate Center Lane
Plant City, FL. 33563
Telephone No. (813) 246-5448 / Fax No. (813) 623-6678
Email: kleskis@membranechemicals.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor has agreed to supply AWC A-751, **Zinc Orthophosphate;** a corrosion inhibitor chemical used at the water plants, on an "as needed" basis.

SCOPE OF WORK – The Contractor shall furnish, deliver and unload AWC A-751 Zinc Orthophosphate; a corrosion inhibitor chemical used at the water plants, on an "as needed" basis in accordance with the Contract Specification. Delivery trucks shall have the necessary pump for unloading into the storage tank. The Contractor shall provide fittings, hose, pumps, and accessories for connection to and fill the storage tanks(s). Delivery truck shall be proper size to allow safe entry, exit, loading and unloading. All Contractors equipment shall be in good working order and shall be in full compliance with the applicable requirement of the Hazardous Materials Regulation of the Department of Transportation, Code of Federal Regulations, as currently issued. All appurtenant valves, pumps and discharge hoses used for deliveries shall be clean and free from contaminating materials. The Contractor shall exercise caution so as to not spill product and have the necessary chemicals and equipment necessary to clean up a spill at the site. The cost to City property as a result of the spill shall be incurred by the Contractor.

Hours of Service – Deliveries shall be received at the following locations between the hours of 8:00 am and 3:00 pm, Monday thru Friday.

- Prineville Water Treatment Plant
  900 SE Ogden Lane
  Port St. Lucie, FL 34983

- JEA Water Treatment Plant
  7599 LTC Parkway
  Port St. Lucie, FL 34984

Delivery Documentation - Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Project Manager or his/her designee receiving the material. One (1) copy shall be given to the Project Manager or his/her designee with the material. The Contractor shall retain one (1) copy, and one (1) copy shall accompany the Contractor's invoice.

Delivery - Unless actual date or delivery is specified (or if specified delivery cannot be met), the number of calendar days for delivery after receipt of order shall be 2-3 days after receipt of order (ARO).

SECTION III
TIME OF PERFORMANCE

Contract period shall commence July 1, 2016 and is a continuing contract unless amended, cancelled or rebid. In the event all work required in this contract has not been completed by the specified date for each event, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work for the event specified has been rendered.

SECTION IV
RENEWAL OPTION

This is a continuing contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is to be based on a fixed price per unit basis is as follows:

Fixed Prices for 3 years

Zinc-Orthophosphate $0.74/lb

ARO is 2-3 days.

Freight Charges per shipment:

2,000 gal. Shipments	$ 0.03 per lb.
4,000 gal. Shipments	$ 0.02 per lb.

Note: 1 gallon of Zinc Orthophosphate (AWC A-751) weighs approximately 11.68 pounds.

Prices quoted will be firm for the three year period (July 1, 2016 through June 30, 2019). Price adjustments may be considered beginning July 1, 2019 and every twelve (12) months thereafter. Any price adjustments must be mutually agreed upon by both parties. Contractor may exercise the option to negotiate price adjustment(s) by submitting a written submission three (3) months prior to the end of the initial thirty-six (36) month period, and subsequent twelve (12) month periods. Price adjustments may be considered at the time of the renewal only and shall be documented with written verification of industry prices increases or decreases of the manufacturer only.

The Contractor shall be paid a one-time ten-dollar ($10.00) payment for indemnification as provided in Section V herein. 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 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.

All invoices and correspondence relative to this Contract must contain the Contract number.

The Contract Sum - Work to be paid for on the basis per unit prices: each, lump sum, linear feet, square yards, system, etc.

The Unit prices specified herein will remain firm for the period of this Contract. Consideration for price increases upon the renewal period will be given, provided such escalations are reasonable and acceptable to the City. Zinc Orthophosphate will be purchased on the basis of pre unit price "as needed".

Invoice for services goods received once the product is delivered shall be submitted once a month, by the tenth (10th) day of the month, and payment shall be made in thirty (30) calendar days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation including any necessary release of liens, and is approved by Project Manager as required under Section XIV of the Contract.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number or Visa Authorization number.

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

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the contract and Specifications on file in the Procurement Management Department of the City.

Progress Payments – N/A

Acceptance and Final Payment - N/A

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. 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 at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal

year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII
CONFORMANCE WITH BID

N/A

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction 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. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

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

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

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits

under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

Contractor shall provide Pollution Liability insurance to include the transportation and delivery of chemicals described in this contract, and in the scope of their business operations in limits not less than $1,000,000 each occurrence and $2,000,000 aggregate. The City of PSL shall be be listed as an additional insured on said policies.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, Contract #20160120-Supply Zinc-Orthophosphate for the Water Treatment Facilities, shall be listed as additionally insured,"** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION IX
ACTS OF GOD

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

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

SECTION X
PAYMENTS AND PERFORMANCE BOND

N/A

SECTION XI
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 XII
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

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

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

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

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

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

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

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

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

SECTION XIII
CLEANING UP

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

SECTION XIV
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

Repair or Replacement - Should any defect appear during this period, the Contractor 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 fourteen (14) calendar days after receipt of notification from the City of the defect.

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

SECTION XV
ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

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

Miscellaneous Testing - The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products

prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

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

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

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

Cooperative Purchasing Agreement - This 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 and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

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

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

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

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

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

Erosion and Sediment Control - The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

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

Storage and Stockpiling – N/A

Florida Produced Lumber – N/A

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

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

Foreman or Superintendent and Workmen - The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful and reliable workmen

engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

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

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

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City, confirms in writing to the Contractor that said work is, "complete" and/or "accepted".

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

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

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

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

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

SECTION XVI
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 XVII
SAFETY PRECAUTIONS

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

Safety Data Sheets - The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR§ 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR§ 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

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

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

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

SECTION XVIII
ASSIGNMENT

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

SECTION XIX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination for Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and

prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

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

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

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) day 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 Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XX
LAW AND VENUE

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

SECTION XXI
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 XXII
APPROPRIATION APPROVAL

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

SECTION XXIII
ENTIRE CONTRACT

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

(balance of this page is intentionally left blank)

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: _____ 7/29/16
Jeff Bremer, City Manager

By: _____
Authorized Representative of American Water Chemicals, Inc.

State of: Florida

County of: Hillsborough

Before me personally appeared: Rudy Canezo)
(please print)

Please check one:

Personally known X

Produced Identification: _____
(type of identification)

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

WITNESS my hand and official seal, this 27 day of July, 2016.

_____
Notary Signature

Notary Public: State of FLORIDA at Large.

My Commission Expires: Oct. 09, 2018.

Veronica Varo
Commission # FF167261
Expires: OCT 09, 2018
BONDED THRU
1ST FLORIDA NOTARY, LLC

(*Seal*)

Client#: 1696523 131AMERIENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2016

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

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

PRODUCER
BB&T Insurance Services, Inc.
PO Box 4927
Orlando, FL 32802-4927
407 691-9600

CONTACT NAME:
PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Owners Insurance Company	32700
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
American Engineering Services Inc
1802 Corporate Center Ln
Plant City, FL 33563

COVERAGES CERTIFICATE NUMBER: 16/17 GL BAI/Auto REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			16PKGSE20192	04/29/2016	04/29/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Deductible: $5,000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			4947152201	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			16EFXSE20080	04/29/2016	04/29/2017	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Contr. Pollution			16PKGSE20192	04/29/2016	04/29/2017	$1,000,000 Ea Condition $5,000 Deductible	

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

**Complete Certificate Holder: City of Port St. Lucie, a municipality of the State of Florida, Contract #20160120- Supply Zinc-Orthophosphate for the Water Treatment Facilities

Insured name continued: American Water Chemicals, Inc. dba Alkema Solutions, Inc.
Additional Insured status is granted with respects to General Liability per endorsement "Additional Insured
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Port St. Lucie**
121 SW Port St. Lucie Blvd.,
Ste. 390
Port Saint Lucie, FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allen Trammell

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DESCRIPTIONS (Continued from Page 1)

Owners, Lessees or Contractors-Blanket" form #CG 20 10 07/04 and "Additional Insured-Owners, Lessees or Contractors-Completed Operations-Blanket" form #CG 20 37 07/04
Additional Insured status is granted with respects to Automobile Liability per endorsement "Automatic Designated Insured - Blanket Coverage" form #89304 07/10

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/16

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

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

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois National Insurance Co	23817
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ADP TotalSource III, Inc
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
American Water Chemicals, Inc DBA Alkema Solutions, Inc
1802 Corporate Center Lane,
Plant City, FL 33563

COVERAGES CERTIFICATE NUMBER: 1306564 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEC RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 061139701 FL	7/1/2016	7/1/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for AMERICAN WATER CHEMICALS, INC DBA ALKEMA SOLUTIONS, INC , paid under ADP TOTALSOURCE, INC 's payroll, are covered under the above stated policy
AMERICAN WATER CHEMICALS, INC DBA ALKEMA SOLUTIONS, INC is an alternate employer under this policy

CERTIFICATE HOLDER

CITY OF PORT ST. LUCIE, FLORIDA
121 SW Port St. Lucie Blvd. Bldg A
Port St. Lucie, FL 34984-5099

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services, Inc of Florida

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Agenda Summary

2025-589

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.g

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Sole Source Contract #20250112 Water Treatment Equipment & Controls for Utilities with Water Treatment & Controls Technology, Inc.

Submitted By: Alaina Knofla, Acting Procurement Manager, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Alaina Knofla, (PMD).
2. Parties: City of Port St. Lucie and Water Treatment & Controls Technology, Inc.
3. Purpose: To execute the contract with Water Treatment & Controls Technology, Inc. as a sole source distributor for purchasing Wallace & Tieran products, Acutec Chlorine equipment, automatic chlorine and ammonia detectors, and feed system parts and maintenance for the Utility Systems Department ("USD") Water & Wastewater Treatment Facilities.
4. New/Renewal/Modified: New.
5. Duration: Three (3) years with no option to renew.
6. Benefits to Port St. Lucie: These parts and services are essential to maintain safety and compliance with the Florida Department of Environmental Protection, Environmental Protection Agency, and Department of Health.
7. Cost to Port St. Lucie (Annual and Potential): Estimated expenditures between $75,000.00-$100,000.00 annually.

Presentation Information: N/A.

Staff Recommendation: Move that the Council waive formal bidding, per Chapter 35.08(a)(24)(a)(6) (sole source) and approve Contract #20250112 with Water Treatment Controls Technology, Inc. as a sole source vendor to meet the needs of USD's Water & Wastewater Treatment Facilities.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Contract #20250112 with Water Treatment Controls Technology, Inc.
2. Move that the Council not approve Contract #20250112 with Water Treatment Controls Technology, Inc. and provide staff with direction.

Background: USD is required to adhere to strict safety standards when handling hazardous chemicals. To

protect the health and lives of the City's workforce and the public, it is essential to have alarms and detection devices in place to alert staff of any potential release of chemicals. Without these critical safety measures, a significant risk of life-threatening injury or bodily harm exists.

Issues/Analysis: The Water and Wastewater Treatment Facilities currently utilize chlorine and ammonia gases for disinfection purposes. These chemical gases inherently have risks that may pose a threat to life and health, making it critical to have appropriate chemical feed systems, gas detection equipment, and alarm capabilities in place. These safeguards are not only essential for protecting USD's workforce and the public, but are also regulatory requirements. Failure to maintain such detection systems would place the City out of compliance and could result in significant penalties or fines from regulatory agencies.

Financial Information: Various Utility accounts.

Special Consideration: The sole source was posted on the City's Electronic Bidding System on March 5th, 2025, with no responses received.

Location of Project: Utility Systems Water & Wastewater Treatment Facilities

Attachments:
1. Signed Contract.
2. Approved Sole Source Checklist.
3. Sole Source Justification.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25155-01.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

CITY OF PORT ST. LUCIE
CONTRACT #20250112

This Contract executed this _____day of _____, 2025, 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," and Water Treatment & Controls Technology, Inc., hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide Water Treatment & Controls for Utilities based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and services specified and, with a commission amount to be paid as agreed upon below.

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

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

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

I. The same day, if sent via email with read receipt.
II. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,
III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

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

Contractor:	Water Treatment & Controls Technology, Inc. Raymond F. "Chip", Vice President & General Manager 9900A N. Palafox St. Pensacola, FL 32534 (850) 474-1805 Email: Chip@watertc.com
City Contract Administrator:	Alaina Knofla Acting Procurement Manager 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984-5099 (772) 871-7612 Email: aknofla@cityofpsl.com
City Project Manager:	Dan Burdett Utilities Systems Department 1001 SE Prineville St. Port St. Lucie, FL 34983 Telephone: (772) 873-6474 Email: DBurdett@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Sole Source Contractor has agreed to perform pursuant to the supply of Water Treatment & Controls Technology, Inc. sole source items to be used throughout the City's Utility System are incorporated by this reference.

SCOPE OF WORK

The Contractor shall be an authorized provider representative for Evoqua Water Technologies, LLC for equipment service and sales of aftermarket parts. Contractor is authorized for the sale of equipment, instruments and products manufactured by us in the following product lines: Wallace and Tieman.

1. Introduction/Objective/Statement of Needs

The City of Port St. Lucie Utility Systems Department requires a reliable vendor to supply equipment for the City's water and wastewater treatment operations. The objective of this procurement is to ensure timely and consistent delivery of specialized, high-quality, and compatible components essential to the City's treatment systems.

2. Background/Existing Environment

The City's water and wastewater treatment facilities utilize proprietary gas-feed disinfection systems and monitoring infrastructure. These systems are essential for regulatory compliance and public safety. Contractor is the exclusive supplier of specific components compatible with existing installations.

3. Procurement Description

This procurement is for the provision of specialized equipment, components, and replacement parts directly from Contractor. Contractor is expected to fulfill orders for gas feed systems, gas detection systems, alarm and control devices, and associated accessories used throughout the City's treatment facilities.

4. Implied Requirements

- All equipment must be compatible with the existing infrastructure.
- Only the original equipment manufacturer (OEM) parts and products will be accepted.
- Timely delivery and order accuracy are critical.
- Contractor must maintain an understanding of the City's system specifications to ensure appropriate fulfillment.

5. Contractor Tasks

- Provide quotations and confirm availability upon request.
- Fulfill and ship purchase orders as issued by the City.
- Ensure equipment is packaged appropriately and arrives undamaged.
- Provide certificates of authenticity or compliance documentation, as required.
- Maintain availability of key inventory items used in the City's systems.

6. Reporting Requirements/Deliverables

- Order confirmations and shipping notifications.
- Invoices with detailed line items.
- Product documentation as applicable (e.g., technical datasheets, manuals).

7. Work Locations

- Products will be shipped to various City of Port St. Lucie treatment facilities and warehouses as specified in individual purchase orders.

8. Hours of Work

- The vendor is expected to be available during normal business hours for correspondence regarding quotes and orders. Delivery timelines will be based on agreed shipping terms.

9. Furnished Equipment

- Not applicable. Vendor is supplying equipment, not utilizing City-provided tools or resources.

10. City Responsibilities

- Issue clear and complete purchase orders.
- Provide accurate shipping information.
- Notify vendor of any changes in system requirements that could affect equipment.
- Maintain inventory of key spares for item used in City's System.

11. Exhibits

- Product specification requirements (if applicable).
- List of commonly ordered parts/components.
- As referenced by Exhibit A Contractors Quotes 74663 & 74720.
- Purchase order terms and conditions.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate three (3) years thereafter on _____.The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been

completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels it has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V
RENEWAL OPTION

N/A

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis as listed in Contractor's Quotes. Contractor's Quotes are strictly for pricing, and none of the additional terms and conditions contained therein shall have any force or effect on the purchases made under this Contract.

Written purchase orders shall be provided as notification of order payment due 45 days from delivery of order.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance. Contractor's price quote anticipates payment by check or ACH. Credit card payments require an additional 3% processing fee for acceptance.

Taxes – Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the purchase order price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, or his or her designee, as representing the City. Work shall be changed and the purchase order price and completion time shall be modified only as set out in the written change order. Any adjustment in the purchase order price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties, memorialized in a signed writing, before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing.

SECTION VIII
SHIPPING, DELIVERY, AND PACKAGING

1. Unless otherwise specified on the face of the Purchase Order or Visa Order ("Order"), all deliveries are for "inside delivery," at location designated by the City. Contractor shall promptly notify City of deliveries that require special

handling and/or assistance for off-loading. Contractor's failure to promptly notify the City concerning this type of delivery shall result in billing to the Contractor of any resulting re-delivery, storage, or handling charges. Unless otherwise specified on the face of the Order, all deliveries are to be made during the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays. Contractor will pay all charges for containers, crating, boxing, bundling or dunnage, unless otherwise stated in writing by the City. The Contractor agrees to assume and pay all extra expenses accruing because of improper packing. This includes, but is not limited to, damage to items and cost of re-packing.

2. Transportation Charges on all shipments must be fully prepaid and added by Contractor. All shipments are FOB Destination; title transfer will take place at delivery site. All freight charges, applicable duties, and applicable taxes are to be included on the invoice or Visa receipt. C.O.D. shipments will not be accepted. If the Order authorizes addition of freight to Invoice, Contractor is expected to make complete shipments in accordance with the Order schedule. Any increase in freight cost resulting from unauthorized split shipments shall be Contractor's responsibility.

3. Unless otherwise directed by the City in writing, all shipments must be accompanied by a Packing List containing: the Contractor's Packing List Number, the City's Purchase Order Number or Visa account number, the City's name, and an itemized description of items shipped. When multiple shipments are required to complete the purchase(s) under this Contract, the final shipment must be labeled as "FINAL SHIPMENT" on the Contractor's Packing List and Invoice.

4. Contractor shall render separate Invoices for each Order and each delivery. A proper invoice must include a unique invoice number, Contractor number, Purchase Order number, and the Contractor's Packing List. On Visa purchases, the Contractor shall email the original receipt to the City. Receipt shall indicate paid by Visa, the City's name, items purchased, quantity, and unit prices. Contractor shall email Invoice to the assigned Project Manager. Invoice or Invoices will not be paid until all item(s) on the Order are received in full, unless prior written approval by City for partial payment has been made and is indicated on the face of the Order.

5. The specific quantity ordered must be delivered in full and not be changed without the City's prior consent in writing. Any unauthorized quantity received is subject to City's rejection and return at Contractor's expense. No allowances for trade practices will be accepted unless expressly agreed to by the City in writing.

6. Time is of the essence under this Contract. Contractor is hereby advised that the City may become liable to others if the Contractor fails to deliver goods and services of the quality and quantity specified herein, at the times specified herein. The Contractor shall bear the risk of loss or damage for all goods until actual receipt and acceptance thereof by the City. Goods shall be delivered free of all liens of third parties. The Contractor waives all rights in liens in any property arising from its performance under this Contract.

7. The City shall have a reasonable period after receipt to inspect goods and services supplied and to reject (in whole or in part), or to retain (in whole or in part) subject to a claim for damages, such goods and services as are in its judgement defective. Goods so rejected and goods supplied in excess of quantities specified in this Contract, or any Order issued pursuant to this Contract, may be returned at the Contractor's risk and expense for credit or replacement at the City's option, and all handling and transportation expenses both ways shall be assumed by the Contractor. Payment for, or use of, any or all the goods or services supplied hereunder shall not constitute acceptance or waiver of defects by the City. Nothing in this paragraph shall in any way limit the City's warranty rights herein.

8. Contractor warrants that all materials, equipment, and services furnished hereunder will conform to specifications, drawings, samples, or other description furnished or approved by the City; will be fit and sufficient for the purposes intended; will perform as specified herein; and will be free from defects and merchantable. This warranty will run to the City, its successors and assigns, and to the City's customers and users of the City's products.

9. The City reserves the right at any time to change an Order in any particular manner with respect to the goods and/or services not yet shipped. If any such change shall increase the Contractor's cost of performance, the Contractor shall immediately notify the City thereof and an equitable adjustment in the price shall be made by written amendment to the Order.

10. Unless specific delivery dates are provided in an Order, the Contractor shall not fabricate any of the supplies covered by the Order, or procure any of the materials required in their fabrication, except to the extent authorized in written instructions forwarded to the Contractor by the City. The City shall have no responsibility for materials for which written fabrication and/or delivery instructions have not been provided. The City may, from time to time, change shipping schedules specified in the Order or contained in such written instructions, or direct temporary suspension of such scheduled shipments.

11. Defective items, at the City's option and upon notice to the Contractor, will be repaired by the City or returned to the Contractor for repair, in either case, at the Contractor's risk and expense. Items that are rejected and returned are not to be replaced without the prior written permission of the City. In the event that return of the equipment to the Contractor is not practical, the Contractor shall, at the City's request, make repairs at the City's location and at Contractor's sole expense.

12. Any material furnished by the City (and not sold to the Contractor) in conjunction with this Contract, or any Order issued under this Contract, shall be deemed as held by the Contractor as a Bailee and the Contractor agrees to keep the same fully insured for the benefit of the City and to pay for all such material spoiled by it or not otherwise satisfactorily accounted for.

13. All Order issued under this Contract shall be governed by the terms of this Contract, and no other terms, unless expressly on the face of the Order, shall apply. For example, any terms contained in a quote, proposal, or similar document submitted by Contractor shall have no force or effect upon this Contract, or any Order issued under this Contract, unless expressly signed by the City's Purchasing Agent or his delegee.

14. The City is exempt from federal excise tax, transportation tax and state sales tax. Do not include these taxes in your invoice. Exemption Certificate will be provided upon request.

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

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

SECTION X
SOVEREIGN IMMUNITY

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

SECTION XI
INSURANCE

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

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

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

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

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

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

provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250112 – Water Treatment & Controls for Utilities."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

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

Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than $1,000,000 per occurrence, $2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non- contributory basis.

Waiver of Subrogation: By entering into this Contract, Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent

contractor, and/or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

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

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

SECTION XII
ACTS OF GOD

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

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer, or other person/entity 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 the above parties is hereby expressly waived.

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. §35.151.

SECTION XV
PUBLIC RECORDS

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

RECORDS

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

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

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

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

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

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

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

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all

public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

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

TRADE SECRETS

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

SECTION XVI
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve Contractor's invoice in accordance with Section VI. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection the Project Manager is not satisfied, he or she shall as promptly as practicable inform the parties hereto of the specific respects in which their findings are not favorable. Contractor shall then be afforded an opportunity if desired by it, to correct the deficiencies so

pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after ten (10) days written notice to the Contractor, the City may, without prejudice to any other remedy they may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of their responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

SECTION XVII
SCRUTINIZED COMPANIES

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

engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVIII
CONTRACT ADMINISTRATION

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

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

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

Permits, Licenses, and Certifications – The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed Contract and insurance documents.

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

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

SECTION XIX
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative

to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

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

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

Cooperative Purchasing Agreement – This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each public entity will be responsible for execution of its own requirements with the Contractor.

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

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

Cleaning Up – If the Contractor's delivery of goods causes any debris, garbage, or other items not specifically included in the Contract, Contractor shall be responsible for cleaning up any such items.

SECTION XX
ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XXI
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

A. **Termination for Cause** – The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
VIII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

B. **Notice of Default.** Except as provided in Section XXI.C, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source.

C. **Irreparable or Irreversible Breach, Default, or Noncompliance.** The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event there is a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately take any or all actions listed under Section XXI.B.I-III, upon notice to Contractor of its decision to exercise such right(s). Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.

D. **Termination for Convenience.** Either party, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to . Following termination without cause, the parties

shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract up to the time of termination, pursuant to Florida law.

E. **Conversion of Termination for Cause to Termination for Convenience.** If either party terminates this Contract for cause, and the basis for such termination is later found to be insufficient, then the termination shall automatically convert to a termination for convenience.

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

SECTION XXII
LAW, VENUE, AND WAIVER OF JURY TRIAL

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

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

SECTION XXIII
CONFLICT OF INTEREST

Reserved.

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXV
ATTORNEY'S FEES

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

SECTION XXVI
CODE OF ETHICS

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

SECTION XXVII
POLICY OF NON-DISCRIMINATION

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

SECTION XXVIII
SEVERABILITY

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

SECTION XXIX
AUDITS

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

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

SECTION XXX
FORCE MAJEURE

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

SECTION XXXI
E-VERIFY

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

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXII
CONSTRUCTION

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

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

SECTION XXXIII
NON-EXCLUSIVITY

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

SECTION XXXIV
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

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

SECTION XXXV
COOPERATION WITH INSPECTOR GENERAL

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

SECTION XXXVI
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and

agreements, written or oral, between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in this Contract. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Purchasing Agent

WATER TREATMENT & CONTROLS TECHNOLOGY, INC.

By: _____
Authorized Representative - Raymond F. Ross II
Vice President & General Mgr.

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me by [X] physical presence or [ ] online notarization, this 5th day of June, 2025, by Raymnd F. Ross II who is [X] personally known to me, or who has [ ] produced the following identification:
_____.

Signature of Notary Public

Notary Public State of Florida
Barbara Birgel
My Commission
HH 264666
Exp. 6/9/2026

Barbara Birgel
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires: June 9, 2026

City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

SOLE SOURCE REPORT CHECKLIST
Contract #20250112

1. The purchase complies with the following:

A. Is a purchase for supplies, services, or construction. **Supplies**

B. The supply, service, or construction is available from only one source. **Yes, Water Treatment Equipment & Controls**

C. If a proprietary item, there is not more than one potential bidder or offeror for that item. **True**

D. The purchase complies with one of the following sole source procurement requirements (please indicate which): _____

1. Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration; **Yes**
2. Where a sole supplier's item is needed for trial use or testing;
3. Where public utility services are to be procured;
4. Where the item is a used item which is subject to immediate sale;
5. Where additional supplies or services are needed to complete an existing and ongoing scope of work, even when the supplies or services were not contemplated at the onset of the project;
6. Where the item is a component or replacement part for which there is no commercially available substitute, and which can be purchased only from the manufacturer or distributor; or
7. Other. Please explain:

_____

_____

_____

2. The Department has provided a Sole Source Justification Memo and/or Sole Source Letter [Section 35.08(a)(24)(b)]. **Yes**

3. The Procurement Director, or his or her designee, approves negotiations with the sole source supplier, as appropriate, as to price, delivery, and the term and conditions of the award [Section 35.08(a)(24)(c)]. **Yes**

4. If the Contract requires City Council approval, this checklist, including all items references/consulted for the above questions, shall be included in any agenda summary submitted to Council as a Report [Section 35.08(a)(24)(d)].

5. The sole source or sole provider purchase has been bid out on the City's Quote system for a period of at least seven (7) business days. [Procurement Manual, Section 4.05 Sole Source/Sole Provider Purchases]. **Yes**

Approved ✓ Not Approved _____ Signature

Sole-Source Justification

Request Information	
Date of Request:(02-26-25)	
Procurement Department Information	
Procurement Agent: Nadia Tourjee	
Procurement Agent E-Mail Address: NTourjee@cityofpsl.com	**Telephone: 772-871-5224**
Request Submitted By	
Name: Raama Badalo	
Department and Title: Electrical System/SCADA Supervisor	
e-Mail Address: rbadalo@cityofpsl.com	
Request Details	
Sole-Source – A purchasing situation in which the procurement is available from only one source. **Identify efforts made to locate other possible sources. Researched the internet.**	
Contractor Name: Water Treatment & Controls Technology	**Telephone:** (850) 474-1805
Contractor Contact: Barbara Birgel	

Scope of Work

Purchase of product only.

Item Description	Quantity
W2T11691 Acutec 35 Chlorine Detector System with (1) Chlorine Gas Detector Module (1) Chlorine Sensor/Transmitter (1) 1/2 in NPT Hub	2
W2T11695 Acutec 35 Ammonia Detector System with (1) Ammonia Gas Detector Module (1) Ammonia Sensor/Transmitter (1) 1/2 in NPT Hub	2

Complete the Following: (For justifying a Sole Source/Sole Brand)

This is the brand originally selected by the City for the alarm system across various water treatment facilities. Since it is standardized across all our facilities, by the City, repairs and downtime are minimized. Additionally, parts are interchangeable within this model type, ensuring efficient maintenance and continuity of operations.

Letter from Original Equipment Manufacturer (required): See sole source attached

Exclusive Capability

The proposed source has an established track record of providing highly reliable alarm systems, ensuring continuous monitoring of the water treatment facilities.

Work performed are done in-house by our technician who are familiar with these measuring instrument.

To Be Used for Procurement Records Only

CONTRACT #:
REQUISITION ID #:

Sole-Source Justification

If Publicly Solicited, Number of Protests:	
Outcome: ☐ **Awarded Sole-Source** ☐ **Issued PO / Contract** ☐ **Not Awarded / Competitively Bid**	**Bid #:**

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-583

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.h

Placement: Consent Agenda

Action Requested: Motion / Vote

Award Contract #20250062 for the Replacement & Automation of Four (4) Water Control Structures.

Submitted By: Robyn Holder, CPPB, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Robyn Holder, CPPB (PMD).
2. Parties: City of Port St. Lucie and Douglas N. Higgins, Inc.
3. Purpose: Replace critical stormwater infrastructure that has exceeded its service life.
4. New/Renewal/Modified: New.
5. Duration: 545 calendar days from Notice to Proceed.
6. Benefits to Port St. Lucie: Provides flood protection to the residents of Port St. Lucie and provides water quality to the St. Lucie River.
7. Cost to Port St. Lucie (Annual and Potential): One-time expenditure of $4,886,250.00.

Presentation Information: N/A.

Staff Recommendation: Move that the Council award Contract #20250062 and enter into a unit price contract with Douglas N. Higgins, Inc. for the Replacement & Automation of Four (4) Water Control Structures.

Alternate Recommendations:

1. Move that the Council amend and approve the recommended bid.
2. Move that the Council reject all bids and provide staff with direction to rebid or cancel the bid.

Background: These facilities were constructed as a flood protection measure almost 50 years ago and their service life has extended beyond repair, necessitating them to be removed and replaced with newly constructed hardware. This includes modernized technology to be remotely monitored and operated during and after emergency weather events.

An E-Bid was issued on March 27, 2025, to 954 potential suppliers. There were 44 plan holders with 2 proposals being received on April 29, 2025.

Issues/Analysis: Staff has reviewed the proposals and found that Douglas N. Higgins, Inc. provides the best

value to the City.

Financial Information: Funds are appropriated in the Stormwater Fund / Drainage / Improvements O/T Building / Water Control Structures A-14, A-16, A-17 & A-18 (#401-4126-563000-24PW025P, 25PW017P A-16, 17 & 18, #401-4126-563000-23PW019P).

Special Consideration: N/A.

Location of Project: Various locations.

Attachments:

1. Notice of Intent of Award.
2. E-Bid Tabulation Report.
3. Signed Contract.
4. Recommended Proposal.
5. Bid Documents with Addenda.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25042-01.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

NOTICE OF INTENT TO AWARD

GEN No. 20250062

Replace & Automate Four (4) Water Control Structures

RESPONSE DEADLINE: April 29, 2025 at 2:00 pm

Friday, June 13, 2025

Thank you for submitting an offer in response to 20250062 Replace & Automate Four (4) Water Control Structures. The City has evaluated all submittals received in response to the solicitation and intends to award a contract to:

- **Douglas N. Higgins, Inc. for the Award Amount of $4,886,250.00**

Unsuccessful offeror(s):

- Razorback LLC

Please Note: The Notice of Intent to Award (NOIA) is not notice of an actual contract award; instead, the NOIA is notice of the City's expected. Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15.

Once again thank you for participating in this solicitation and for your interest in doing business with the City.

Sincerely,

Robyn Holder, Sr. Procurement Contracting Officer

City of Port St. Lucie
Procurement Management Division

121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984

EVALUATION TABULATION

GEN No. 20250062

Replace & Automate Four (4) Water Control Structures

RESPONSE DEADLINE: April 29, 2025 at 2:00 pm

Report Generated: Wednesday, April 30, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Douglas N. Higgins, Inc.	$4,866,250.00
Razorback LLC	$11,914,212.00

A-14 WATER CONTROL STRUCTURE

A-14 Water Control Structure					Douglas N. Higgins, Inc.		Razorback LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization	1	LS	$137,000.00	$137,000.00	$322,000.00	$322,000.00
X	2	Maintenance of Traffic (MOT)	1	LS	$20,000.00	$20,000.00	$19,000.00	$19,000.00
X	3	Pre and Post Construction Video	1	LS	$5,000.00	$5,000.00	$2,000.00	$2,000.00
X	4	Construction Staking and Record Drawings	1	LS	$10,000.00	$10,000.00	$75,000.00	$75,000.00
X	5	Staked Silt Fence	260	LF	$5.00	$1,300.00	$6.00	$1,560.00
X	6	Floating Turbidity	250	LF	$30.00	$7,500.00	$100.00	$25,000.00
X	7	Soil Tracking Prevention Device	1	EA	$5,000.00	$5,000.00	$12,000.00	$12,000.00

A-14 Water Control Structure					Douglas N. Higgins, Inc.		Razorback LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	8	Inlet Protection	2	EA	$500.00	$1,000.00	$1,000.00	$2,000.00
X	9	Dewatering Operations - Complete (w/Coffer Dam)	1	LS	$240,000.00	$240,000.00	$216,000.00	$216,000.00
X	10	Removal of Existing Structures/Demolition	1	LS	$160,000.00	$160,000.00	$94,000.00	$94,000.00
X	11	Clearing & Grabbing	0.5	AC	$35,000.00	$17,500.00	$40,000.00	$20,000.00
X	12	Performance Turf, Sod	1300	SY	$11.00	$14,300.00	$10.00	$13,000.00
X	13	Concrete Class II, Endwalls	7.2	CY	$5,900.00	$42,480.00	$5,000.00	$36,000.00
X	14	Concrete Class IV, Bulkhead	38	CY	$4,100.00	$155,800.00	$6,945.00	$263,910.00
X	15	Reinforcing Steel, Bulkhead	1530	LB	$3.00	$4,590.00	$60.00	$91,800.00
X	16	Pipe Culvert, CAP, Elliptical, 38"x60"	88	LF	$420.00	$36,960.00	$700.00	$61,600.00
X	17	Sheet Piling Steel, F&I, Permanent	3968	SF	$130.00	$515,840.00	$160.00	$634,880.00
X	18	Pipe Guiderail, Aluminium	69	LF	$110.00	$7,590.00	$400.00	$27,600.00
Total						$1,381,860.00		$1,917,350.00

A-16 WATER CONTOL STRUCTURE

A-16 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	19	Mobilization (includes Construction Survey & Record Drawings)	1	LS	$105,000.00	$105,000.00	101-1	$405,000.00	$405,000.00	101-1
X	20	Pre-Construction Video	1	LS	$2,000.00	$2,000.00	999-1	$2,000.00	$2,000.00	999-1
X	21	Existing Utility Pothole Locates with Survey (2 Locations)	2	EA	$600.00	$1,200.00	999-2	$10,000.00	$20,000.00	999-2
X	22	Maintenance of Traffic / Parking / Detours	1	LS	$12,000.00	$12,000.00	102-1	$40,000.00	$40,000.00	102-1
X	23	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	$6,000.00	$6,000.00	104-10-3	$40,000.00	$40,000.00	104-10-3
X	24	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CMP Pipe, Concrete & All Other Debris	1	LS	$43,000.00	$43,000.00	101-1-1	$204,000.00	$204,000.00	101-1-1

A-16 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	25	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	$43,000.00	$43,000.00	999-3	$111,000.00	$111,000.00	999-3
X	26	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	$37,000.00	$37,000.00	999-4	$300,000.00	$300,000.00	999-4
X	27	Fine Grading	1	LS	$8,000.00	$8,000.00	999-5	$36,000.00	$36,000.00	999-5
X	28	Open Cut Roadway Repair	1	LS	$35,000.00	$35,000.00	999-6	$36,000.00	$36,000.00	999-6
X	29	Pipe Culvert, Optional Material, Round,18" S/CD	74	LF	$110.00	$8,140.00	430-175-118	$700.00	$51,800.00	430-175-118
X	30	Pipe Culvert, Optional Material, Elliptical, 36" S/CD	208	LF	$330.00	$68,640.00	430-175-236	$907.00	$188,656.00	430-175-236
X	31	Straight Conc. Endwalls, 36" Double, Elliptical	2	EA	$24,000.00	$48,000.00	430-536-202	$70,000.00	$140,000.00	430-536-202
X	32	Mitered End Section, Optional Round, 18" SD	4	EA	$2,400.00	$9,600.00	430-982-125	$16,000.00	$64,000.00	430-982-125

A-16 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	33	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~984 sf)	1	LS	$82,000.00	$82,000.00	999-7	$350,000.00	$350,000.00	999-7
X	34	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	$74,000.00	$74,000.00	999-8	$120,000.00	$120,000.00	999-8
X	35	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	$91,000.00	$91,000.00	999-9	$170,000.00	$170,000.00	999-9
X	36	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	1050	TN	$70.00	$73,500.00	530-3-3	$500.00	$525,000.00	530-3-3
X	37	Performance Turf (Sod) (Bahia)	4000	SY	$11.00	$44,000.00	570-1-2	$10.00	$40,000.00	570-1-2
X	38	Handrail (includes all Incidental Items)	1	LS	$14,000.00	$14,000.00	999-10	$38,000.00	$38,000.00	999-10
X	39	316 S.S. Slide Gate (30")	1	EA	$22,000.00	$22,000.00	999-11	$74,000.00	$74,000.00	999-11

A-16 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	40	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	$150,000.00	$150,000.00	999-12	$100,000.00	$100,000.00	999-12
X	41	Control Panel Concrete Pad (Class II)	1	LS	$5,000.00	$5,000.00	999-13	$5,000.00	$5,000.00	999-13
X	42	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	$43,000.00	$43,000.00	999-14	$25,000.00	$25,000.00	999-14
X	43	Water Level Transducers (includes all Incidental Items)	2	LS	$5,000.00	$10,000.00	999-15	$10,000.00	$20,000.00	999-15
X	44	Electric Motor Actuator (includes all Incidental Items)	1	EA	$5,000.00	$5,000.00	999-16	$20,000.00	$20,000.00	999-16
X	45	2" Conduits (Electric Service)	250	LF	$40.00	$10,000.00	999-17	$100.00	$25,000.00	999-17
X	46	Fence (Type 'B', 6' Height, Standard)	50	LF	$160.00	$8,000.00	550-10-220	$50.00	$2,500.00	550-10-220
X	47	Fence Gate (Type 'B', Single, 4' Opening)	1	EA	$3,200.00	$3,200.00	550-60-211	$600.00	$600.00	550-60-211

A-16 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
Total						$1,061,280.00			$3,153,556.00	

A-17 WATER CONTOL STRUCTURE

A-17 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	48	Mobilization (includes Construction Survey & Record Drawings)	1	LS	$105,000.00	$105,000.00	101-1	$380,000.00	$380,000.00	101-1
X	49	Pre-Construction Video	1	LS	$2,000.00	$2,000.00	999-1	$2,000.00	$2,000.00	999-1
X	50	Existing Utility Pothole Locates with Survey (12 Locations)	12	EA	$600.00	$7,200.00	999-2	$3,000.00	$36,000.00	999-2
X	51	Maintenance of Traffic / Parking / Detours	1	LS	$12,000.00	$12,000.00	102-1	$19,000.00	$19,000.00	102-1
X	52	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	$6,000.00	$6,000.00	104-10-3	$25,000.00	$25,000.00	104-10-3

A-17 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	53	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CMP Pipe, Concrete & All Other Debris	1	LS	$43,000.00	$43,000.00	101-1-1	$202,000.00	$202,000.00	101-1-1
X	54	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	$43,000.00	$43,000.00	999-3	$150,000.00	$150,000.00	999-3
X	55	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	$37,000.00	$37,000.00	999-4	$310,000.00	$310,000.00	999-4
X	56	Fine Grading	1	LS	$8,000.00	$8,000.00	999-5	$30,000.00	$30,000.00	999-5
X	57	Open Cut Roadway Repair	1	LS	$35,000.00	$35,000.00	999-6	$38,000.00	$38,000.00	999-6
X	58	Pipe Culvert, Optional Material, Round, 18" S/CD	32	LF	$110.00	$3,520.00	430-175-118	$700.00	$22,400.00	430-175-118
X	59	Pipe Culvert, Optional Material, Round, 30" S/CD	40	LF	$310.00	$12,400.00	430-175-130	$800.00	$32,000.00	430-175-130

A-17 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	60	Pipe Culvert, Optional Material, Elliptical, 36" S/CD	208	LF	$330.00	$68,640.00	430-175-236	$907.00	$188,656.00	430-175-236
X	61	Straight Conc. Endwalls, 36" Double, Elliptical	2	EA	$24,000.00	$48,000.00	430-536-202	$70,000.00	$140,000.00	430-536-202
X	62	Mitered End Section, Optional Round, 18" SD	2	EA	$2,200.00	$4,400.00	430-984-125	$16,000.00	$32,000.00	430-984-125
X	63	Mitered End Section, Optional Round, 30" SD	2	EA	$3,200.00	$6,400.00	430-984-133	$18,000.00	$36,000.00	430-984-133
X	64	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~1,117 sf)	1	LS	$82,000.00	$82,000.00	999-7	$378,000.00	$378,000.00	999-7
X	65	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	$80,000.00	$80,000.00	999-8	$130,000.00	$130,000.00	999-8

A-17 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	66	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	$94,000.00	$94,000.00	999-9	$170,000.00	$170,000.00	999-9
X	67	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	850	TN	$70.00	$59,500.00	530-3-3	$500.00	$425,000.00	530-3-3
X	68	Performance Turf (Sod) (Bahia)	3500	SY	$11.00	$38,500.00	570-1-2	$10.00	$35,000.00	570-1-2
X	69	Handrail (includes all Incidental Items)	1	LS	$14,000.00	$14,000.00	999-10	$40,000.00	$40,000.00	999-10
X	70	316 S.S. Slide Gate (30")	1	EA	$22,000.00	$22,000.00	999-11	$74,000.00	$74,000.00	999-11
X	71	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	$150,000.00	$150,000.00	999-12	$100,000.00	$100,000.00	999-12
X	72	Control Panel Concrete Pad (Class II)	1	LS	$5,000.00	$5,000.00	999-13	$5,000.00	$5,000.00	999-13

A-17 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	73	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	$43,000.00	$43,000.00	999-14	$25,000.00	$25,000.00	999-14
X	74	Water Level Transducers (includes all Incidental Items)	2	LS	$5,000.00	$10,000.00	999-15	$10,000.00	$20,000.00	999-15
X	75	Electric Motor Actuator (includes all Incidental Items)	1	EA	$5,000.00	$5,000.00	999-16	$20,000.00	$20,000.00	999-16
X	76	2" Conduits (Electric Service)	250	LF	$40.00	$10,000.00	999-17	$100.00	$25,000.00	999-17
X	77	Valve Box Adjustment	3	EA	$1,800.00	$5,400.00	999-18	$1,500.00	$4,500.00	999-18
X	78	Utility MH Rim Adjustment	2	EA	$1,800.00	$3,600.00	999-19	$3,000.00	$6,000.00	999-19
X	79	Fence (Type 'B', 6' Height, Standard)	50	LF	$160.00	$8,000.00	550-10-220	$50.00	$2,500.00	550-10-220
X	80	Fence Gate (Type 'B', Single, 4' Opening)	1	EA	$3,200.00	$3,200.00	550-60-211	$600.00	$600.00	550-60-211
Total						$1,074,760.00			$3,103,656.00	

A-18 WATER CONTOL STRUCTURE

A-18 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	81	Mobilization (includes Construction Survey & Record Drawings)	1	LS	$126,000.00	$126,000.00	101-1	$420,000.00	$420,000.00	101-1
X	82	Pre-Construction Video	1	LS	$2,000.00	$2,000.00	999-1	$2,000.00	$2,000.00	999-1
X	83	Existing Utility Pothole Locates with Survey (2 Locations)	2	EA	$600.00	$1,200.00	999-2	$5,000.00	$10,000.00	999-2
X	84	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	$4,000.00	$4,000.00	104-10-3	$40,000.00	$40,000.00	104-10-3
X	85	Soil Tracking Prevention Device	1	LS	$5,000.00	$5,000.00	104-15	$10,000.00	$10,000.00	104-15
X	86	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CAP Pipe, Concrete, Vegetation & All Other Debris	1	LS	$43,000.00	$43,000.00	101-1-1	$200,000.00	$200,000.00	101-1-1

A-18 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	87	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	$39,000.00	$39,000.00	999-3	$150,000.00	$150,000.00	999-3
X	88	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	$38,000.00	$38,000.00	999-4	$400,000.00	$400,000.00	999-4
X	89	Fine Grading	1	LS	$8,000.00	$8,000.00	999-5	$34,000.00	$34,000.00	999-5
X	90	Access Rd Maint. & Repair (incl. Grading, Sod, Hyroseed, etc.)	1	LS	$18,000.00	$18,000.00	999-6	$160,000.00	$160,000.00	999-6
X	91	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~2,871 sf)	1	LS	$140,000.00	$140,000.00	999-7	$800,000.00	$800,000.00	999-7
X	92	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	$140,000.00	$140,000.00	999-8	$120,000.00	$120,000.00	999-8

A-18 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	93	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	$113,000.00	$113,000.00	999-9	$170,000.00	$170,000.00	999-9
X	94	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	400	SY	$70.00	$28,000.00	530-3-3	$1,000.00	$400,000.00	530-3-3
X	95	Performance Turf (Sod) (Bahia)	1500	SY	$11.00	$16,500.00	570-1-2	$10.00	$15,000.00	570-1-2
X	96	Performance Turf (Hydroseed)	10000	SY	$4.00	$40,000.00	570-1-2	$5.00	$50,000.00	570-1-2
X	97	Handrail (includes all Incidental Items)	1	LS	$29,000.00	$29,000.00	999-10	$40,000.00	$40,000.00	999-10
X	98	316 S.S. Slide Gate (43" x 68" Elliptical)	3	EA	$48,000.00	$144,000.00	999-11	$70,000.00	$210,000.00	999-11
X	99	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	$220,000.00	$220,000.00	999-12	$160,000.00	$160,000.00	999-12

A-18 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	100	Control Panel Concrete Pad (Class II)	1	LS	$5,000.00	$5,000.00	999-13	$6,000.00	$6,000.00	999-13
X	101	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	$43,000.00	$43,000.00	999-14	$40,000.00	$40,000.00	999-14
X	102	Water Level Transducers (includes all Incidental Items)	2	LS	$5,000.00	$10,000.00	999-15	$10,000.00	$20,000.00	999-15
X	103	Electric Motor Actuator (includes all Incidental Items)	3	EA	$4,000.00	$12,000.00	999-16	$18,000.00	$54,000.00	999-16
X	104	4" PVC Conduit (includes all bends/sweeps)	1230	LF	$40.00	$49,200.00	999-17	$100.00	$123,000.00	999-17
X	105	Electric Pull Box	3	EA	$5,000.00	$15,000.00	999-18	$7,000.00	$21,000.00	999-18
X	106	4" HDPE Directional Drill (includes all Incidental Items)	370	LF	$85.00	$31,450.00	999-19	$160.00	$59,200.00	999-19
X	107	Modified Fan Guard (includes all incidental items)	1	LS	$8,000.00	$8,000.00	999-20	$20,000.00	$20,000.00	999-20

A-18 Water Contol Structure					Douglas N. Higgins, Inc.			Razorback LLC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item No.	Unit Cost	Total	Pay Item No.
X	108	Fence (Type 'B', 6' Height, Standard)	85	LF	$160.00	$13,600.00	550-10-220	$50.00	$4,250.00	550-10-220
X	109	Fence Gate (Type 'B', Single, 4' Opening)	2	EA	$3,200.00	$6,400.00	550-60-211	$600.00	$1,200.00	550-60-211
Total						$1,348,350.00			$3,739,650.00	

CITY OF PORT ST. LUCIE
CONTRACT #20250062

This CONTRACT, executed this ___ day of _____, 2025, 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 DOUGLAS N. HIGGINS, INC., 4485 Enterprise Avenue, Naples, Florida 34104 hereinafter called "Contractor", party of the second part. City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

RECITALS

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

WHEREAS, the City wishes to contract with a contractor for the Replace & Automate Four (4) Water Control Structures as well as other tasks ("Work") more specifically described in this Contract; and

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

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

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

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

SECTION I
NOTIFICATIONS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

I. The same day, if sent via email with read receipt.
II. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,
III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

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

As used herein the Project Manager shall mean:

John Dunton, or his designee
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.

Port St. Lucie, Fl. 34984
Telephone: (772) 344-4035 Fax: N/A
Email: jdunton@cityofpsl.com

As used herein the Contract Manager shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 281-9284 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean:

Daniel Higgins
Douglas N. Higgins, Inc.
4485 Enterprise Avenue
Naples, Florida 34104
Telephone: 239-774-3130 Fax: 239-774-4266
Email: DanH@dnhiggins.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20250062, **Replace & Automate Four (4) Water Control Structures**, including all Attachments, all Addenda, all Construction Plans and all other restrictions and requirements are incorporated by this reference.

Scope of Work:

The following reflects the Scope of Services necessary for the construction related to the project.

A-14 – It is the general intent that the Contractor is responsible for the replacement of the existing A-14 Control Structure located within the E-84 Canal east of Darwin Boulevard. Work effort shall include removal of the existing control structure and placement of a new control structure adjacent to the existing structure, dewatering as required to facilitate the work, and replacement of the existing stormwater culvert and headwall on the north side of the facility. Removal of the existing structure can only take place once the new structure is in place and operational. Normal water levels within the E-84 Canal system will be controlled by the City Public Works Department to the extent possible. Emergency overflow or Coffer Dams may be required for above normal rainfall.

A-16 - Steel Sheet Pile Weir WCS A-16 will be removed and replaced due to irreversible loss of functionality, replace the operable gate to include an electric motor actuator (for remote control from the City's Public Works Department), replace/upgrade of the existing culverts under Parr Drive downstream of the A-16 WCS, remove broken revetment/regrade the channel and side slopes, install rip rap armoring and sodding to arrest erosion problems. Installation of electric service, electrical controls, lighting, camera,

cellular service for SCADA control functionality of proposed operable gate electric actuator and for CCTV monitoring. The proposed sheet pile weir will be similar in design to the existing weir, with regards to type of materials, dimensional sizes, grades, and elevations.

A-17 - Steel Sheet Pile Weir WCS A-17 will be removed and replaced due to irreversible loss of functionality, replace the operable gate to include an electric motor actuator (for remote control from the City's Public Works Department), replace/upgrade of the existing culverts under Parr Drive downstream of the A-17 WCS, remove broken revetment/regrade the channel and side slopes, install rip rap armoring and sodding to arrest erosion problems. Installation of electric service, electrical controls, lighting, camera, cellular service for SCADA control functionality of proposed operable gate electric actuator and for CCTV monitoring. The proposed sheet pile weir will be similar in design to the existing weir, with regards to type of materials, dimensional sizes, grades, and elevations.

A-18 - Steel Sheet Pile Weir WCS A-18 will be removed and replaced due to diminished functionality, replace the operable gates to include an electric motor actuator (for remote control from the City's Public Works Department), regrade the channel and side slopes, replace/upgrade existing rip rap armoring and sodding to arrest erosion problems. Installation of electric service, electrical controls, lighting, camera, cellular service for SCADA control functionality of proposed operable gate(s) electric actuator(s) and for CCTV monitoring. The proposed sheet pile weir will be similar in design to the existing weir, with regards to type of materials, dimensional sizes, grades, and elevations.

All work shall be in accordance with the project plans prepared by Culpepper & Terpening, Inc. and CAPTEC Engineering, Inc. The Contract period is estimated at five hundred and forty-five (545) calendar days with no option to renew.

- A-16, A-17 & A-18 Construction Plans – pages 1 – 24
- A-16, A-17 & A-18 Electrical Plans – pages 1 – 7
- A16, A-17 & A-18 Structural Plans – pages 1 – 8
- A-16, A-17 & A-18 Topographic Survey – pages 1 – 5
- A-16, A-17 & A-18 Technical Specifications – pages 1 – 27
- A-16, A-17 & A-18 Geotechnical Report – pages 1 – 38
- A-16, A-17 & A-18 Environmental Report – pages 1 – 65
- A-14 Construction Plans – pages 1 – 12
- A-14 Technical Specifications – pages 1 – 18

This project is part of a Florida Department of Environmental Protection (FDEP) Grant, a SWAG Grant through FDEP, and an Indian River Lagoon Grant.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to, costs of inspection, testing, police assistance, and construction administration.

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

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be _____, 2025 and will terminate five hundred and forty-five (545) calendar days thereafter on _____, 2026. The Contractor shall commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

There is no renewal option for this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis for a total amount of **$4,886,250.00** as listed on Schedule "A" attached hereto. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at five percent (5%) from each invoice.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

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

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

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

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

All invoices are to be sent to: The Project Manager.

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

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. 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 at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VII
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Division 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 VIII
INDEMNIFICATION/ HOLD HARMLESS

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

SECTION IX
SOVEREIGN IMMUNITY

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

SECTION X
INSURANCE

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary

shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

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

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of Contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

   Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the Florida Department of Environmental Protection and the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be included as additional insured and shall include Contract #20250062 – Replace & Automate Four (4) Water Control Structures."** An additional endorsement shall be issued reading "Florida Department of Environmental Protection, an agency of the State of Florida, its officers, and employees shall be included as additional insured and shall include Contract #20250062 – Replace & Automate Four (4) Water Control Structures." The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice

shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

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

5. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

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

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

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

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

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

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

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

SECTION XI
ACTS OF GOD

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

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

SECTION XII
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 XIII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and any subcontractor,

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

RECORDS

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

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

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

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

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

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

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

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

from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

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

TRADE SECRETS:

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

SECTION XIV
NOTICE OF PERFORMANCE

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

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

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

otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

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

SECTION XVI
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.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed, notwithstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred and sixty-five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but are not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

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

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

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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. The Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the

City who will document any modification to these specifications that City has authorized in writing as soon as possible.

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

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

Labor and Equipment - The Contractor shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for termination of the Contract.

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

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

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

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State, and Federal regulatory agency guidelines.

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

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

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

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However,

failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

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

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

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

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

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

special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

SECTION XVII
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 XVIII
SAFETY PRECAUTIONS

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

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

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

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

indirectly, in whole or in part, by the selected Contractor's employees, or subcontractors, or anyone directly or indirectly employed by said parties, shall be remedied by the Contractor and at Contractor's sole expense.

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

SECTION XIX
ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

SECTION XX
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

I. Immediately terminate the contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or

III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

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 two thousand five hundred and seventy-nine ($2,579.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount of damages under this section. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

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, pandemics, 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 official notice of scheduled delivery or scheduled work 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 XXI
LAW, VENUE AND WAIVER OF JURY TRIAL

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

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

SECTION XXII
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 are not 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. Such reimbursement, at the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor.

SECTION XXIII
APPROPRIATION APPROVAL

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

SECTION XXIV
ATTORNEY'S FEES

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

SECTION XXV
CODE OF ETHICS

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

SECTION XXVI
COMPLIANCE WITH LAWS, RULES & REGULATIONS

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

SECTION XXVII
E-VERIFY

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

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subconsultant if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the Contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision otherwise provided herein.

The employment of unauthorized aliens shall be considered a violation of Section 274A(e) of the Immigration and Nationality Act. If Contractor or any subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

SECTION XXVIII
POLICY OF NON-DISCRIMINATION

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

SECTION XXIX
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in

Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XXX
SEVERABILITY

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

SECTION XXXI
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, sanitary, and safe condition.

SECTION XXXII
CONSTRUCTION

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

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

SECTION XXXIII
NON-EXCLUSIVITY

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

SECTION XXXIV
FORCE MAJEURE

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

SECTION XXXV
AUDITS

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

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

SECTION XXXVI
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXXVII
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute and ensure that this requirement is imposed on its sub-grantees and/or subcontractors under this Contract in writing.

SECTION XXXVIII
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

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

SECTION XXXIX
CONFLICT OF INTEREST

Not applicable to this Contract.

SECTION XXXIX
GRANT REQUIREMENTS

The City anticipates that it will pay for this project, in whole or in part, using grant funding. The City was awarded Agreement No. 22SRP12 from the Florida Department of Environmental Protection; entered into a Cost-Share Agreement with the IRL Council under Contract #IRL2024-02; and was awarded Agreement Number NS111 by the Florida Department of Environmental Protection (collectively, "Grants"). The Grants and all incorporated terms are hereby incorporated into this Contract by reference. Additionally, Contractor shall comply with the following:

(1) ACTIONS BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Florida Department of Environmental Protection may perform the following actions under the Grants:

1. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

2. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

In the event the Florida Department of Environmental Protection exercises any of these rights, the City may, at its sole discretion, terminate this Contract. Such actions by the Florida Department of Environmental Protection shall

not relieve Contractor of its obligation to perform all work in compliance with the Contract. The City shall not be liable to Contractor or any subcontractor for any expenses or liabilities incurred under this Contract or any subcontract and Contractor shall be solely liable to any subcontractor for all expenses and liabilities incurred under any subcontract.

(2) SUBCONTRACTING

The Florida Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

(3) TRAINING

All employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Contract must comply with all security and administrative requirements of the Florida Department of Environmental Protection and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract.

Contractor acknowledges that City may elect to compensate Contractor under this agreement through state or federal grant funding. Contractor agrees that, upon being made aware that a project is to be funded through grant funding, Contractor shall perform all tasks related to this agreement in accordance with the applicable grant agreements, laws, rules, regulations, or guidance, which may include, but not be limited to, 2 C.F.R. part 200; the Build America, Buy America Act, the Davis-Bacon Act, and federal prevailing wage standards. In addition, the City may unilaterally amend terms of this agreement by notice to Contractor to comply with the requirements of law or any grant agreement that the City determines it may wish to utilize to compensate Contractor.

SECTION XXXX
CONTRACT ADMINISTRATION

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

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

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the

City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

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

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed Contract and insurance documents.

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

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

SECTION XXXXI
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
City Purchasing Agent

DOUGLAS N. HIGGINS, INC.

By: _____
(Authorized Representative of Company
Name) Michael Lobello, VP

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Collier)

The foregoing instrument was acknowledged before me by [X] physical presence or [ ] online notarization, this 11th day of June, 2025, by Michael Lobello who is [X] personally known to me, or who has [ ] produced the following identification:
_____.

Tamara Ludwig
Signature of Notary Public

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

NOTARY SEAL/STAMP

TAMARA JO LUDWIG
MY COMMISSION # HH 167476
EXPIRES: December 2, 2025
Bonded Thru Notary Public Underwriters

A-14 Water Control Structure

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	$137,000.00	$137,000.00
2	Maintenance of Traffic (MOT)	1	LS	$20,000.00	$20,000.00
3	Pre and Post Construction Video	1	LS	$5,000.00	$5,000.00
4	*Construction Staking and Record Drawings*	1	LS	$10,000.00	$10,000.00
5	Staked Silt Fence	260	LF	$5.00	$1,300.00
6	Floating Turbidity	250	LF	$30.00	$7,500.00
7	Soil Tracking Prevention Device	1	EA	$5,000.00	$5,000.00
8	Inlet Protection	2	EA	$500.00	$1,000.00
9	Dewatering Operations - Complete (w/Coffer Dam)	1	LS	$240,000.00	$240,000.00
10	Removal of Existing Structures/Demolition	1	LS	$160,000.00	$160,000.00
11	Clearing & Grabbing	0.5	AC	$35,000.00	$17,500.00
12	Performance Turf, Sod	1300	SY	$11.00	$14,300.00
13	Concrete Class II, Endwalls	7.2	CY	$5,900.00	$42,480.00
14	Concrete Class IV, Bulkhead	38	CY	$4,100.00	$155,800.00
15	Reinforcing Steel, Bulkhead	1530	LB	$3.00	$4,590.00
16	Pipe Culvert, CAP, Elliptical, 38"x60"	88	LF	$420.00	$36,960.00
17	*Sheet Piling Steel, F&I, Permanent*	3968	SF	$130.00	$515,840.00
18	Pipe Guiderail, Aluminium	69	LF	$110.00	$7,590.00
	Total				$1,381,860.00

A-16 Water Control Structure

Line Item	Pay Item No	Description	Quantity	Unit of Measure	Unit Cost	Total
19	101-1	Mobilization (includes Construction Survey & Record Drawings)	1	LS	$105,000.00	$105,000.00
20	999-1	Pre-Construction Video	1	LS	$2,000.00	$2,000.00
21	999-2	Existing Utility Pothole Locates with Survey (2 Locations)	2	EA	$600.00	$1,200.00
22	102-1	Maintenance of Traffic / Parking / Detours	1	LS	$12,000.00	$12,000.00
23	104-10-3	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	$6,000.00	$6,000.00
24	101-1-1	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CMP Pipe, Concrete & All Other Debris	1	LS	$43,000.00	$43,000.00
25	999-3	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	$43,000.00	$43,000.00
26	999-4	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	$37,000.00	$37,000.00
27	999-5	Fine Grading	1	LS	$8,000.00	$8,000.00
28	999-6	Open Cut Roadway Repair	1	LS	$35,000.00	$35,000.00
29	430-175-118	Pipe Culvert, Optional Material, Round,18" S/CD	74	LF	$110.00	$8,140.00
30	430-175-236	Pipe Culvert, Optional Material, Elliptical, 36" S/CD	208	LF	$330.00	$68,640.00
31	430-536-202	Straight Conc. Endwalls, 36" Double, Elliptical	2	EA	$24,000.00	$48,000.00
32	430-982-125	Mitered End Section, Optional Round, 18" SD	4	EA	$2,400.00	$9,600.00
33	999-7	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~984 sf)	1	LS	$82,000.00	$82,000.00
34	999-8	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	$74,000.00	$74,000.00
35	999-9	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	$91,000.00	$91,000.00
36	530-3-3	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	1050	TN	$70.00	$73,500.00
37	570-1-2	Performance Turf (Sod) (Bahia)	4000	SY	$11.00	$44,000.00
38	999-10	Handrail (includes all Incidental Items)	1	LS	$14,000.00	$14,000.00
39	999-11	316 S.S. Slide Gate (30")	1	EA	$22,000.00	$22,000.00
40	999-12	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	$150,000.00	$150,000.00
41	999-13	Control Panel Concrete Pad (Class II)	1	LS	$5,000.00	$5,000.00

42	999-14	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	$43,000.00	$43,000.00
43	999-15	Water Level Transducers (includes all Incidental Items)	2	LS	$5,000.00	$10,000.00
44	999-16	Electric Motor Actuator (includes all Incidental Items)	1	EA	$5,000.00	$5,000.00
45	999-17	2" Conduits (Electric Service)	250	LF	$40.00	$10,000.00
46	550-10-220	Fence (Type 'B', 6' Height, Standard)	50	LF	$160.00	$8,000.00
47	550-60-211	Fence Gate (Type 'B', Single, 4' Opening)	1	EA	$3,200.00	$3,200.00
		Total				$1,061,280.00

A-17 Water Control Structure

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
48	101-1	Mobilization (includes Construction Survey & Record Drawings)	1	LS	$105,000.00	$105,000.00
49	999-1	Pre-Construction Video	1	LS	$2,000.00	$2,000.00
50	999-2	Existing Utility Pothole Locates with Survey (12 Locations)	12	EA	$600.00	$7,200.00
51	102-1	Maintenance of Traffic / Parking / Detours	1	LS	$12,000.00	$12,000.00
52	104-10-3	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	$6,000.00	$6,000.00
53	101-1-1	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CMP Pipe, Concrete & All Other Debris	1	LS	$43,000.00	$43,000.00
54	999-3	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	$43,000.00	$43,000.00
55	999-4	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	$37,000.00	$37,000.00
56	999-5	Fine Grading	1	LS	$8,000.00	$8,000.00
57	999-6	Open Cut Roadway Repair	1	LS	$35,000.00	$35,000.00
58	430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	32	LF	$110.00	$3,520.00
59	430-175-130	Pipe Culvert, Optional Material, Round, 30" S/CD	40	LF	$310.00	$12,400.00
60	430-175-236	Pipe Culvert, Optional Material, Elliptical, 36" S/CD	208	LF	$330.00	$68,640.00
61	430-536-202	Straight Conc. Endwalls, 36" Double, Elliptical	2	EA	$24,000.00	$48,000.00
62	430-984-125	Mitered End Section, Optional Round, 18" SD	2	EA	$2,200.00	$4,400.00
63	430-984-133	Mitered End Section, Optional Round, 30" SD	2	EA	$3,200.00	$6,400.00
64	999-7	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~1,117 sf)	1	LS	$82,000.00	$82,000.00
65	999-8	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	$80,000.00	$80,000.00
66	999-9	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	$94,000.00	$94,000.00
67	530-3-3	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	850	TN	$70.00	$59,500.00
68	570-1-2	Performance Turf (Sod) (Bahia)	3500	SY	$11.00	$38,500.00
69	999-10	Handrail (includes all Incidental Items)	1	LS	$14,000.00	$14,000.00
70	999-11	316 S.S. Slide Gate (30")	1	EA	$22,000.00	$22,000.00
71	999-12	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	$150,000.00	$150,000.00
72	999-13	Control Panel Concrete Pad (Class II)	1	LS	$5,000.00	$5,000.00

73	999-14	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	$43,000.00	$43,000.00
74	999-15	Water Level Transducers (includes all Incidental Items)	2	LS	$5,000.00	$10,000.00
75	999-16	Electric Motor Actuator (includes all Incidental Items)	1	EA	$5,000.00	$5,000.00
76	999-17	2" Conduits (Electric Service)	250	LF	$40.00	$10,000.00
77	999-18	Valve Box Adjustment	3	EA	$1,800.00	$5,400.00
78	999-19	Utility MH Rim Adjustment	2	EA	$1,800.00	$3,600.00
79	550-10-220	Fence (Type 'B', 6' Height, Standard)	50	LF	$160.00	$8,000.00
80	550-60-211	Fence Gate (Type 'B', Single, 4' Opening)	1	EA	$3,200.00	$3,200.00
		Total				$1,074,760.00

A-18 Water Control Structure

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
81	101-1	Mobilization (includes Construction Survey & Record Drawings)	1	LS	$126,000.00	$126,000.00
82	999-1	Pre-Construction Video	1	LS	$2,000.00	$2,000.00
83	999-2	Existing Utility Pothole Locates with Survey (2 Locations)	2	EA	$600.00	$1,200.00
84	104-10-3	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	$4,000.00	$4,000.00
85	104-15	Soil Tracking Prevention Device	1	LS	$5,000.00	$5,000.00
86	101-1-1	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CAP Pipe, Concrete, Vegetation & All Other Debris	1	LS	$43,000.00	$43,000.00
87	999-3	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	$39,000.00	$39,000.00
88	999-4	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	$38,000.00	$38,000.00
89	999-5	Fine Grading	1	LS	$8,000.00	$8,000.00
90	999-6	Access Rd Maint. & Repair (incl. Grading, Sod, Hyroseed, etc.)	1	LS	$18,000.00	$18,000.00
91	999-7	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~2,871 sf)	1	LS	$140,000.00	$140,000.00
92	999-8	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	$140,000.00	$140,000.00
93	999-9	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	$113,000.00	$113,000.00
94	530-3-3	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	400	SY	$70.00	$28,000.00
95	570-1-2	Performance Turf (Sod) (Bahia)	1500	SY	$11.00	$16,500.00
96	570-1-2	Performance Turf (Hydroseed)	10000	SY	$4.00	$40,000.00
97	999-10	Handrail (includes all Incidental Items)	1	LS	$29,000.00	$29,000.00
98	999-11	316 S.S. Slide Gate (43" x 68" Elliptical)	3	EA	$48,000.00	$144,000.00
99	999-12	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	$220,000.00	$220,000.00
100	999-13	Control Panel Concrete Pad (Class II)	1	LS	$5,000.00	$5,000.00
101	999-14	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	$43,000.00	$43,000.00
102	999-15	Water Level Transducers (includes all Incidental Items)	2	LS	$5,000.00	$10,000.00
103	999-16	Electric Motor Actuator (includes all Incidental Items)	3	EA	$4,000.00	$12,000.00
104	999-17	4" PVC Conduit (includes all bends/sweeps)	1230	LF	$40.00	$49,200.00
105	999-18	Electric Pull Box	3	EA	$5,000.00	$15,000.00
106	999-19	4" HDPE Directional Drill (includes all Incidental Items)	370	LF	$85.00	$31,450.00

107	999-20	Modified Fan Guard (includes all incidental items)	1	LS	$8,000.00	$8,000.00
108	550-10-220	Fence (Type 'B', 6' Height, Standard)	85	LF	$160.00	$13,600.00
109	550-60-211	Fence Gate (Type 'B', Single, 4' Opening)	2	EA	$3,200.00	$6,400.00
		Total				$1,348,350.00

[DOUGLAS N. HIGGINS, INC.] RESPONSE DOCUMENT REPORT

GEN No. 20250062

Replace & Automate Four (4) Water Control Structures

RESPONSE DEADLINE: April 29, 2025 at 2:00 pm

Report Generated: Saturday, May 3, 2025

Douglas N. Higgins, Inc. Response

CONTACT INFORMATION

Company:
Douglas N. Higgins, Inc.

Email:
tammyl@dnhiggins.com

Contact:
Tammy Ludwig

Address:
4485 Enterprise Ave.
Naples, FL 34104

Phone:
N/A

Website:
www.dnhiggins.com

Submission Date:
Apr 29, 2025 12:55 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. **Respondent Submittals (without Cost)***

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

E-Bid_20250062_-_Attachment_O.pdf

2. **Was the State of Florida General Contractor's License uploaded?***

Yes

3. **Was a copy of the 5% Bid Bond uploaded?***

Yes

4. **Was the Project Management Plan uploaded?***

Yes

5. **Was the Proposed Project Schedule uploaded?***

Yes

6. **I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.***

Confirmed

PRICE TABLES

A-14 WATER CONTROL STRUCTURE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	$137,000.00	$137,000.00
2	Maintenance of Traffic (MOT)	1	LS	$20,000.00	$20,000.00
3	Pre and Post Construction Video	1	LS	$5,000.00	$5,000.00
4	Construction Staking and Record Drawings	1	LS	$10,000.00	$10,000.00
5	Staked Silt Fence	260	LF	$5.00	$1,300.00
6	Floating Turbidity	250	LF	$30.00	$7,500.00
7	Soil Tracking Prevention Device	1	EA	$5,000.00	$5,000.00
8	Inlet Protection	2	EA	$500.00	$1,000.00
9	Dewatering Operations - Complete (w/Coffer Dam)	1	LS	$240,000.00	$240,000.00
10	Removal of Existing Structures/Demolition	1	LS	$160,000.00	$160,000.00
11	Clearing & Grabbing	0.5	AC	$35,000.00	$17,500.00
12	Performance Turf, Sod	1,300	SY	$11.00	$14,300.00
13	Concrete Class II, Endwalls	7.2	CY	$5,900.00	$42,480.00
14	Concrete Class IV, Bulkhead	38	CY	$4,100.00	$155,800.00
15	Reinforcing Steel, Bulkhead	1,530	LB	$3.00	$4,590.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Pipe Culvert, CAP, Elliptical, 38"x60"	88	LF	$420.00	$36,960.00
17	Sheet Piling Steel, F&I, Permanent	3,968	SF	$130.00	$515,840.00
18	Pipe Guiderail, Aluminium	69	LF	$110.00	$7,590.00
TOTAL					$1,381,860.00

A-16 WATER CONTOL STRUCTURE

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
19	101-1	Mobilization (includes Construction Survey & Record Drawings)	1	LS	$105,000.00	$105,000.00
20	999-1	Pre-Construction Video	1	LS	$2,000.00	$2,000.00
21	999-2	Existing Utility Pothole Locates with Survey (2 Locations)	2	EA	$600.00	$1,200.00
22	102-1	Maintenance of Traffic / Parking / Detours	1	LS	$12,000.00	$12,000.00
23	104-10-3	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	$6,000.00	$6,000.00
24	101-1-1	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CMP Pipe, Concrete & All Other Debris	1	LS	$43,000.00	$43,000.00
25	999-3	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	$43,000.00	$43,000.00
26	999-4	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	$37,000.00	$37,000.00
27	999-5	Fine Grading	1	LS	$8,000.00	$8,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
28	999-6	Open Cut Roadway Repair	1	LS	$35,000.00	$35,000.00
29	430-175-118	Pipe Culvert, Optional Material, Round,18" S/CD	74	LF	$110.00	$8,140.00
30	430-175-236	Pipe Culvert, Optional Material, Elliptical, 36" S/CD	208	LF	$330.00	$68,640.00
31	430-536-202	Straight Conc. Endwalls, 36" Double, Elliptical	2	EA	$24,000.00	$48,000.00
32	430-982-125	Mitered End Section, Optional Round, 18" SD	4	EA	$2,400.00	$9,600.00
33	999-7	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~984 sf)	1	LS	$82,000.00	$82,000.00
34	999-8	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	$74,000.00	$74,000.00
35	999-9	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	$91,000.00	$91,000.00
36	530-3-3	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	1,050	TN	$70.00	$73,500.00
37	570-1-2	Performance Turf (Sod) (Bahia)	4,000	SY	$11.00	$44,000.00
38	999-10	Handrail (includes all Incidental Items)	1	LS	$14,000.00	$14,000.00
39	999-11	316 S.S. Slide Gate (30")	1	EA	$22,000.00	$22,000.00
40	999-12	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	$150,000.00	$150,000.00
41	999-13	Control Panel Concrete Pad (Class II)	1	LS	$5,000.00	$5,000.00
42	999-14	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	$43,000.00	$43,000.00
43	999-15	Water Level Transducers (includes all Incidental Items)	2	LS	$5,000.00	$10,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
44	999-16	Electric Motor Actuator (includes all Incidental Items)	1	EA	$5,000.00	$5,000.00
45	999-17	2" Conduits (Electric Service)	250	LF	$40.00	$10,000.00
46	550-10-220	Fence (Type 'B', 6' Height, Standard)	50	LF	$160.00	$8,000.00
47	550-60-211	Fence Gate (Type 'B', Single, 4' Opening)	1	EA	$3,200.00	$3,200.00
TOTAL						$1,061,280.00

A-17 WATER CONTOL STRUCTURE

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
48	101-1	Mobilization (includes Construction Survey & Record Drawings)	1	LS	$105,000.00	$105,000.00
49	999-1	Pre-Construction Video	1	LS	$2,000.00	$2,000.00
50	999-2	Existing Utility Pothole Locates with Survey (12 Locations)	12	EA	$600.00	$7,200.00
51	102-1	Maintenance of Traffic / Parking / Detours	1	LS	$12,000.00	$12,000.00
52	104-10-3	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	$6,000.00	$6,000.00
53	101-1-1	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CMP Pipe, Concrete & All Other Debris	1	LS	$43,000.00	$43,000.00
54	999-3	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	$43,000.00	$43,000.00
55	999-4	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	$37,000.00	$37,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
56	999-5	Fine Grading	1	LS	$8,000.00	$8,000.00
57	999-6	Open Cut Roadway Repair	1	LS	$35,000.00	$35,000.00
58	430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	32	LF	$110.00	$3,520.00
59	430-175-130	Pipe Culvert, Optional Material, Round, 30" S/CD	40	LF	$310.00	$12,400.00
60	430-175-236	Pipe Culvert, Optional Material, Elliptical, 36" S/CD	208	LF	$330.00	$68,640.00
61	430-536-202	Straight Conc. Endwalls, 36" Double, Elliptical	2	EA	$24,000.00	$48,000.00
62	430-984-125	Mitered End Section, Optional Round, 18" SD	2	EA	$2,200.00	$4,400.00
63	430-984-133	Mitered End Section, Optional Round, 30" SD	2	EA	$3,200.00	$6,400.00
64	999-7	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~1,117 sf)	1	LS	$82,000.00	$82,000.00
65	999-8	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	$80,000.00	$80,000.00
66	999-9	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	$94,000.00	$94,000.00
67	530-3-3	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	850	TN	$70.00	$59,500.00
68	570-1-2	Performance Turf (Sod) (Bahia)	3,500	SY	$11.00	$38,500.00
69	999-10	Handrail (includes all Incidental Items)	1	LS	$14,000.00	$14,000.00
70	999-11	316 S.S. Slide Gate (30")	1	EA	$22,000.00	$22,000.00
71	999-12	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	$150,000.00	$150,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
72	999-13	Control Panel Concrete Pad (Class II)	1	LS	$5,000.00	$5,000.00
73	999-14	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	$43,000.00	$43,000.00
74	999-15	Water Level Transducers (includes all Incidental Items)	2	LS	$5,000.00	$10,000.00
75	999-16	Electric Motor Actuator (includes all Incidental Items)	1	EA	$5,000.00	$5,000.00
76	999-17	2" Conduits (Electric Service)	250	LF	$40.00	$10,000.00
77	999-18	Valve Box Adjustment	3	EA	$1,800.00	$5,400.00
78	999-19	Utility MH Rim Adjustment	2	EA	$1,800.00	$3,600.00
79	550-10-220	Fence (Type 'B', 6' Height, Standard)	50	LF	$160.00	$8,000.00
80	550-60-211	Fence Gate (Type 'B', Single, 4' Opening)	1	EA	$3,200.00	$3,200.00
TOTAL						$1,074,760.00

A-18 WATER CONTOL STRUCTURE

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
81	101-1	Mobilization (includes Construction Survey & Record Drawings)	1	LS	$126,000.00	$126,000.00
82	999-1	Pre-Construction Video	1	LS	$2,000.00	$2,000.00
83	999-2	Existing Utility Pothole Locates with Survey (2 Locations)	2	EA	$600.00	$1,200.00
84	104-10-3	Erosion & Sediment Control (incl Silt Fence & Turbidity Barrier)	1	LS	$4,000.00	$4,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
85	104-15	Soil Tracking Prevention Device	1	LS	$5,000.00	$5,000.00
86	101-1-1	Clearing & Grubbing / Demolition / Dispose of Existing Sheet Pile Weir, CAP Pipe, Concrete, Vegetation & All Other Debris	1	LS	$43,000.00	$43,000.00
87	999-3	Dewatering (includes pumps, well points, monitoring, etc.)	1	LS	$39,000.00	$39,000.00
88	999-4	Excavation & Embankment (includes Earthen Coffer Dams)	1	LS	$38,000.00	$38,000.00
89	999-5	Fine Grading	1	LS	$8,000.00	$8,000.00
90	999-6	Access Rd Maint. & Repair (incl. Grading, Sod, Hyroseed, etc.)	1	LS	$18,000.00	$18,000.00
91	999-7	PZ-22 Steel Sheet Pile Weir (incl Protective Coatings) (~2,871 sf)	1	LS	$140,000.00	$140,000.00
92	999-8	Concrete Cap (Class II) (incl Reinforcement & Steel Weir Blade)	1	LS	$140,000.00	$140,000.00
93	999-9	Concrete Splash Pad (Class II) (includes Weep Drains, Filter Fabric, Reinforcing Steel, #57 Aggregate, Joint Sealant, etc.)	1	LS	$113,000.00	$113,000.00
94	530-3-3	Rubble Rip Rap (includes Filter Fabric & Bedding Stone)	400	SY	$70.00	$28,000.00
95	570-1-2	Performance Turf (Sod) (Bahia)	1,500	SY	$11.00	$16,500.00
96	570-1-2	Performance Turf (Hydroseed)	10,000	SY	$4.00	$40,000.00
97	999-10	Handrail (includes all Incidental Items)	1	LS	$29,000.00	$29,000.00
98	999-11	316 S.S. Slide Gate (43" x 68" Elliptical)	3	EA	$48,000.00	$144,000.00
99	999-12	Control Panel (incl Wiring, Electric Svc, Connections, etc.)	1	LS	$220,000.00	$220,000.00

Line Item	Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
100	999-13	Control Panel Concrete Pad (Class II)	1	LS	$5,000.00	$5,000.00
101	999-14	CCTV System / Concrete Pole / Wiring (incl all Incidental Items)	1	LS	$43,000.00	$43,000.00
102	999-15	Water Level Transducers (includes all Incidental Items)	2	LS	$5,000.00	$10,000.00
103	999-16	Electric Motor Actuator (includes all Incidental Items)	3	EA	$4,000.00	$12,000.00
104	999-17	4" PVC Conduit (includes all bends/sweeps)	1,230	LF	$40.00	$49,200.00
105	999-18	Electric Pull Box	3	EA	$5,000.00	$15,000.00
106	999-19	4" HDPE Directional Drill (includes all Incidental Items)	370	LF	$85.00	$31,450.00
107	999-20	Modified Fan Guard (includes all incidental items)	1	LS	$8,000.00	$8,000.00
108	550-10-220	Fence (Type 'B', 6' Height, Standard)	85	LF	$160.00	$13,600.00
109	550-60-211	Fence Gate (Type 'B', Single, 4' Opening)	2	EA	$3,200.00	$6,400.00
TOTAL						$1,348,350.00

CONTRACTOR'S GENERAL INFORMATION WORKSHEET/QUESTIONNAIRE
E-Bid #20250062 – ATTACHMENT O

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

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

Dated at Naples, Florida, this 29th day of April, 2025
(Location)

Name of Organization/Contractor: Douglas N. Higgins, Inc.

By: _____
Name and Title - Michael Lobello, Vice President

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

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

   Name: Douglas N. Higgins, Inc.
   Address: 4485 Enterprise Ave.
   Naples, FL 34104

   Telephone Number: 239-774-3130
   Fax Number: 239-774-4266

3. Contact person: Daniel Higgins Email: DanH@dnhiggins.com

4. Firm's previous names (if any). N/A

5. How many years has your organization been in business? 59 years

6. Has your firm ever received a cure notice from a government entity? ( ) Yes (x) No
   If yes, please explain: _____

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

Addendum Number	Date Issued	Addendum Number	Date Issued

8. **Provide a Detailed Project Management Plan for the project. This is a mandatory document.**

9. **Provide the Proposed Project Schedule. This is a mandatory document.**

10. List five (5) water control structure rehabilitation / modification projects (can be new construction) similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: BCB Electrification of Cork 1, CR951-1, and CR951-2

Description & size: Electrification of water control structure at 3 locations. This is part of the Big Cypress Basin Field Station serevice area. Installation of Gates to regulate water levels in the canals to maximize groundwater recharge and flood control potential.

Location: Naples, FL

Client Name, Phone Number & Email: SFWMD, (561) 682-2614, Jleblanc@sfwmd.gov

Value of Total Contract: $639,777.80

Date of Completion: 11/22/2021

Firm's Percentage of Total Contract: 119.75%

Number of Change Orders: 2

Value of Change Orders: $126,369.93

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: See Attached

Description & size:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name: See Attached

Description & size:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name: See Attached

Description & size:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name: See Attached

Description & size:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

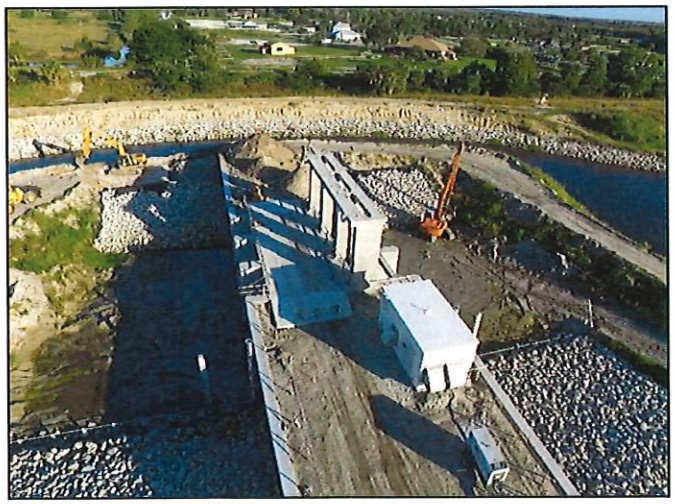
G-541, L-8 Divide Structure
Palm Beach County, FL

Contract Number: 4600003133

Owner:	South Florida Water Management District	**Contact:**	Greg Coffelt, P.E., PMP Principal Engineer 3301 Gun Club Road West Palm Beach, FL 33406 (561) 682-6853 gcoffelt@sfwmd.gov
Engineer:	South Florida Water Management District	**Contact:**	Contact Owner Above

Start Date:	October 2014	**Completion Date:**	September 2016
Original Contract:	$ 4,444,443.00	**Reason for Change:**	Owner Added Work Scope (Deer Run Culvert)
Final Contract:	$ 4,584,110.98		

Scope of Work: This project involved the construction of a triple gated, cast-in-place water control structure on the L-8 Canal in Palm Beach County. Major project components included construction of a 700 cfs rip rap lined by-pass canal around the structure, earthern plug installations to allow for construction site dewatering, 60" diameter CAP installation, sheet pile installation, rip rap bank armoring, structural concrete, installation of a precast concrete control building with LPG generator, fabrication and installation of three (3) 13' x 15' roller gates complete with hoist operators and electrical / controls / instrumentation.



Relevancy - Water Control Structure

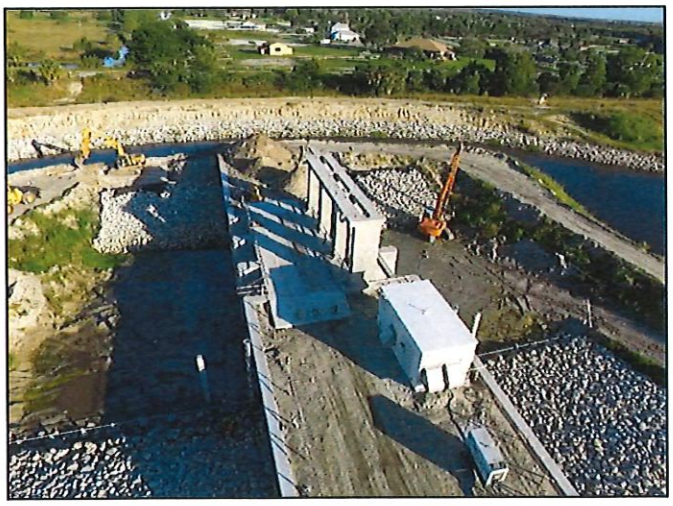
G-541, L-8 Divide Structure
Palm Beach County, FL

Contract Number: 4600003133

Owner:	South Florida Water Management District	**Contact:**	Greg Coffelt, P.E., PMP Principal Engineer 3301 Gun Club Road West Palm Beach, FL 33406 (561) 682-6853 gcoffelt@sfwmd.gov
Engineer:	South Florida Water Management District	**Contact:**	Contact Owner Above

Start Date:	October 2014	**Completion Date:**	September 2016
Original Contract:	$ 4,444,443.00	**Reason for Change:**	Owner Added Work Scope (Deer Run Culvert)
Final Contract:	$ 4,584,110.98		

Scope of Work: This project involved the construction of a triple gated, cast-in-place water control structure on the L-8 Canal in Palm Beach County. Major project components included construction of a 700 cfs rip rap lined by-pass canal around the structure, earthern plug installations to allow for construction site dewatering, 60" diameter CAP installation, sheet pile installation, rip rap bank armoring, structural concrete, installation of a precast concrete control building with LPG generator, fabrication and installation of three (3) 13' x 15' roller gates complete with hoist operators and electrical / controls / instrumentation.



Relevancy - Water Control Structure

HIGGINS INC. GENERAL CONTRACTORS ann arbor, mi

Structure S-161A Concrete and Sheet Pile Rehabilitation
Osceola County, FL

Contract Number: 27714

Owner:	St. Johns River Water Management District	**Contact:**	Woody Boynton Bureau Chief Operations and Maintenance 4049 Reid Street Palatka, FL 32177 (386) 312-2300 wboynton@sjrwmd.com
Engineer:	St. Johns River Water Management District	**Contact:**	Bill Cote, PE Supervising Professional Engineer District Projects and Construction 4049 Reid Street Palatka, FL 32177 (386) 329-4109 wcote@sjrwmd.com
Start Date:	December 2013	**Completion Date:**	July 2014
Original Contract:	$ 856,995.00	**Reason for Change:**	Quantity Adjustments and Owner Added Work Scope (Handrails and Ladders)
Final Contract:	$ 916,122.80		

Scope of Work: This project involved structure dewatering, concrete hydroblasting, restoration of the entire concrete structure, repair and recoating of steel sheet piling, refurbishment of two (2) 3' x 5' slide gates and operators, metal supply and installation, repair of upstream and downstream safety barriers / trash racks and rip rap installation. The S-161A structure was orignally constructed by the USACE in 1990 and is a double gated, hydraulically controlled spillway with a maximum discharge capacity of 8,465 CFS. Main gate dimensions are 21'-6" x 16'-3".

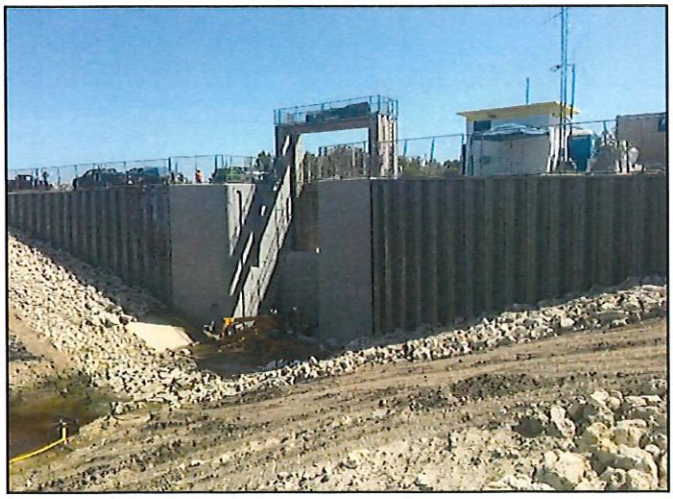
Relevancy - Water Control Structure

Rehabilitate the S-164 Flood Control Structure
Osceola County, FL

Contract Number: 28501

Owner:	St. Johns River Water Management District	**Contact:**	Woody Boynton Bureau Chief Operations and Maintenance 4049 Reid Street Palatka, FL 32177 (386) 312-2300 wboynton@sjrwmd.com
Engineer:	St. Johns River Water Management District	**Contact:**	Bill Cote, PE Supervising Professional Engineer District Projects and Construction 4049 Reid Street Palatka, FL 32177 (386) 329-4109 wcote@sjrwmd.com
Start Date:	February 2016	**Completion Date:**	December 2016
Original Contract:	$ 1,765,336.00	**Reason for Change:**	Quantity Adjustments and Owner Added Work Scope (Gate Hoist Refurbishment)
Final Contract:	$ 1,956,551.73		

Scope of Work: The S-164 structure was orignally constructed by the USACE in 1967 to serve the Taylor Creek Reservoir and is a single gate, hydraulically controlled spillway with a maximum discharge capacity of 3,000 CFS. Main gate dimensions are 24' x 12'. This project involved complete structure refurbishment including sheet pile cofferdams, dewatering, concrete hydroblasting and restoration, repair and recoating of steel sheet piling, replacement of two (2) 3' x 4' slide gates and operators, miscellaneous metal / handrail installations, replacement of the upstream safety barriers, rip rap installation and gate hoist refurbishment.



Relevancy - Water Control Structure

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

11. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

Rip Rap - Star Quarries
RCP Pipe - County Materials
Sheeting - Samuel Roll Form
Electrical - Current Connections
Concrete - 3C Construction
Weir Gates - Whipps or Golden Harvest

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

Total Number of Projects where Failure to Complete Work Occurred: None

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

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

Yes ( ) No (X)

If yes, please explain:

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

Douglas M. Higgins, Inc. vs. Pentair (Supplier)
Settled Pre-Trial

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

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

None

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

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

None

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

Signature - Michael Lobello

Vice President
Title

NOTICE TO ALL PROPOSERS

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Ms. Robyn Holder, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Robyn Holder, Procurement Manager with the Procurement Management Department via e-mail rholder@cityofpsl.com, or by phone 772-281-9284. Please reference the Solicitation number on all correspondence to the City.
All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the DemandStar's Website for retrieval. All notice of intent to award documentation will be published on the City Clerk's Website. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.*

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: Michael Lobello, Vice President
Signed:
Company and Job Title: Douglas N. Higgins, Inc.
Date: April 29, 2025

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   $10,000 — Dollars (Ten thousand dollars and zero cents)
   (Written) (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Douglas N. Higgins, Inc.
(Company Contractor)

By: _____
VP (President's Signature)
VP (President's Typed or Printed Name)

Sworn to and subscribed before me in Collier County, Florida on the day of April 29, 2025

Tamara Ludwig
NOTARY PUBLIC

TAMARA JO LUDWIG
MY COMMISSION # HH 167476
EXPIRES: December 2, 2025
Bonded Thru Notary Public Underwriters

NON-COLLUSION AFFIDAVIT

State of Florida

County of Collier)

Michael Lobello, being first duly sworn, disposes and says that:

(Name/s)

1. They are Vice President of Douglas N. Higgins, Inc. the Proposer that

(Title) (Name of Company)

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) _____

(Title) Vice President

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

The foregoing instrument was acknowledged before me this *(Date)* April 29, 2025

by: Michael Lobello who is personally known to me or who has produced

Personally Known as identification and who did (did not) take an oath.

Commission No. HH 167476

Notary Print: Tamara Ludwig

Notary Signature: Tamara Ludwig

TAMARA JO LUDWIG
MY COMMISSION # HH 167476
EXPIRES: December 2, 2025
Bonded Thru Notary Public Underwriters

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Douglas N. Higgins, Inc.

Signature

Printed Name and Title Michael Lobello, Vice President

Date 4/29/25

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying *contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or* an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure]

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

Company Name: Douglas N. Higgins, Inc.

Authorized By: _____ Michael Lobello
(Sign) (Print Name)

Title: Vice President Date: 4/29/25

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: Douglas N. Higgins, Inc.

Authorized By: _____ Michael Lobello
(Sign) (Print Name)

Title: Vice President Date: 4/29/25

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Douglas N. Higgins, Inc.

Authorized By: _____ Michael Lobello
(Sign) (Print Name)

Title: Vice President Date: 4/29/25

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

375-040-68
PROCUREMENT
06/11

Contract No: _____ Financial Project No(s): 20250062

Project Description: Replace Automate 4 Water Control Structures

Vendor/Consultant acknowledges and agrees to the following:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Douglas N. Higgins, Inc.

Authorized Signature: _____, Michael Lobello

Title: Vice President

Date: 4/29/25

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Douglas N. Higgins, Inc.

Doing Business As (DBA) Name

Company ID
364882

Enrollment Date
Oct 15, 2010

Employer Identification Number (EIN)
381807765

Unique Entity Identifier (UEI)

DUNS Number
017222183

Total Number of Employees
20 to 99

NAICS Code
237

Sector
Construction

Subsector
Heavy and Civil Engineering Construction

Edit Company Information

Employer Category

Employer Category
None of these categories apply

Edit Employer Category

Company Addresses

Physical Address
3390 Travis Pointe Rd.
Ste. A
Ann Arbor, MI 48108

Mailing Address
Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites
2

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:
Verify Its Own Employees

Memorandum of Understanding
View Current MOU

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name:	Douglas N. Higgins, Inc.
Vendor FEIN:	38-1807765
Authorized Representative's Name:	Michael Lobello
Authorized Representative's Title:	Vice President
Address:	4485 Enterprise Ave.
City, State and Zip Code:	Naples, FL 34104
Phone Number:	239-774-3130
Email Address:	MikeL@dnhiggins.com

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

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

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

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

Authorized Signature

Michael Lobello, VP
Print Name

Signature

DRUG-FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that Douglas N. Higgins, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

4/29/25
Date:

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Douglas N. Higgins, Inc.
3390 Travis Pointe, Suite A
Ann Arbor, MI 48108

SURETY:
(Name, legal status and principal place of business)
Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155-0001

OWNER:
(Name, legal status and address)
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Replace and Automate 4 Water Control Structures (A-14, A-16, A-17 and A-18)
Event #20250062

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of April 2025.

Tamara Ludwig
(Witness)

Douglas N. Higgins, Inc.
(Principal) *(Seal)*

(Title) Michael Lobello, VP

Hartford Accident and Indemnity Company
(Surety) *(Seal)*

Theresa J Foley

(Title) Theresa J Foley, Attorney-in-Fact

Ryan Foley
(Witness) Ryan Foley

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Init.
/

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HYLANT GROUP INC/TROY
Agency Code: 35-351588

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Susan E. Hurd, Vicki S. Duncan, Theresa J. Foley, Nicholas R Hylant, Jennifer A. Jarosz, Jamie Laurencelle, Saraya S. Nair, Kristie A. Pudvan, Judy K. Wilson, Kathy S Zack of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 29, 2025.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

GENERAL CONTRACTORS

DOUGLAS N. HIGGINS, INC.

Project Management Plan / Project Approach
Project: Replacement and Automation of 4 Water Control Structures (A-14, A-16, A-17, A-18)
Client: City of Port St. Lucie

1. INTRODUCTION

Douglas N. Higgins, Inc. (DNHI) is proud to present this Project Management Plan outlining our approach to the successful replacement and automation of four water control structures for the City of Port St. Lucie. With over five decades of experience in heavy civil, underground utility, and water control structure projects throughout Florida, DNHI is uniquely qualified to deliver this project safely, on time, and with the highest standards of quality.

Our team brings not only technical expertise, but also a deep familiarity with local conditions, as several members of our staff and field personnel reside directly in Port St. Lucie. This provides the City with a committed, responsive contractor who understands the importance of protecting community infrastructure and resources.

2. PROJECT BACKGROUND

The City of Port St. Lucie seeks to modernize four existing water control structures—A-14, A-16, A-17, and A-18—by replacing aging infrastructure and integrating SCADA remote automation systems. These upgrades are essential to improving flood control, drainage management, operational reliability, and emergency response capabilities within the City's canal network.

The project is partially funded by state and federal grants and must be executed in compliance with applicable environmental permits issued by the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP).

3. PROJECT LOCATION

The four structures are distributed throughout the City's extensive canal system. Each structure site is accessed primarily through municipal rights-of-way and maintenance corridors. The locations require careful planning for staging, dewatering, erosion control, and minimizing impacts to surrounding waterways and neighborhoods.

Each structure presents unique logistical challenges that DNHI is prepared to address through strategic mobilization, phased work sequencing, and environmental protection measures.

4. PROJECT SCOPE SUMMARY

The scope of work includes, but is not limited to:

- Dewatering operations with turbidity control.

- Controlled demolition of the existing water control structures.
- Installation of new steel sheet pile weir walls and cast-in-place concrete caps.
- Installation of new aluminum slide gates equipped with electric motor actuators.
- Construction of associated electrical systems, SCADA integration, lighting, and CCTV security systems.
- Final site restoration including riprap installation, channel grading, and sod placement.

5. DESCRIPTION OF WORK ACTIVITIES AND SEQUENCING

Preparatory Activities

Prior to physical construction, DNHI will confirm compliance with permit conditions, secure the sites, install erosion and turbidity control measures, and establish dewatering systems with redundancy to ensure continuous dry working conditions.

Survey layout crews will stake all critical components to ensure alignment with contract documents and approved shop drawings.

Structure A-14

Work at A-14 will commence with installation of a sheet pile cofferdam system and redundant pumping setup. Following dewatering, the existing structure will be carefully demolished, ensuring no debris enters the canal system.

New sheet piles will be driven to depth using vibratory methods with continuous monitoring for settlement and alignment. A reinforced cast-in-place concrete cap will be formed and poured atop the sheet pile structure, following inspection of reinforcing steel.

Aluminum gates and electric actuators will be installed once structural elements reach design strength.

Electrical conduit runs, SCADA control panels, and CCTV equipment will be installed simultaneously. After successful SCADA integration testing, the site will be backfilled, graded, armored with riprap, and restored with sod.

Structure A-16

Following completion of A-14, the A-16 site will be mobilized. Dewatering will again precede demolition activities. Structure A-16 includes new twin culvert installations beneath the concrete cap, requiring precise alignment and bedding preparation.

SCADA controls and electrical improvements will be completed in parallel with structural construction. Erosion control measures will be adjusted and maintained throughout the work.

Structure A-17

At A-17, demolition and replacement activities will closely mirror A-16, with installation of new twin culverts, structural improvements, and full SCADA integration.

Dewatering operations and canal management will be monitored daily to ensure environmental compliance and site safety.

Structure A-18

Structure A-18, similar to A-14, will include replacement of the existing weir structure with a sheet pile and cast-in-place concrete cap system. Coordination with City operational staff will be emphasized to minimize any temporary impacts to water management during construction transitions.

Upon completion of mechanical, electrical, and SCADA installations, final restoration will occur to stabilize canal banks and provide a clean finished appearance.

6. CRITICAL PATH DISCUSSION

The critical path for this project runs through the timely completion of dewatering system installation, demolition, sheet pile driving, concrete pours, mechanical installation (gates and actuators), and SCADA commissioning.

Delays in material procurement, particularly for actuators and SCADA panels, have been identified as critical risks. Therefore, DNHI will prioritize early submittals, approvals, and ordering of long-lead items.

Successful commissioning of SCADA systems and obtaining final inspections represent the final critical milestones leading to substantial completion.

7. CITY COORDINATION

DNHI will conduct formal bi-weekly progress meetings attended by the Project Manager, Superintendent, and City Project Manager. Daily field coordination meetings will be held with City inspectors to ensure full transparency and rapid issue resolution.

Submittal, RFI, and change management tracking logs will be updated regularly and submitted electronically in accordance with project requirements.

A 24/7 emergency contact list will be provided at project onset to ensure immediate response capability.

8. STAFFING PLAN

The project team will consist of:

- **Project Manager:** Direct oversight, scheduling, and liaison with City representatives.
- **Superintendent:** Daily field operations, safety, and quality control.

- **Site Foreman:** Direct management of field labor crews.
- **Project Engineer:** Technical submittals and document control.
- **Quality Control Manager:** Inspection oversight, materials testing coordination.
- **Safety Officer:** Site audits, training sessions, compliance enforcement.

Local Treasure Coast area staff will form the core of the field labor force, providing local knowledge, rapid response capability, and continuity throughout the work.

9. QUALITY CONTROL PLAN

Quality assurance will be maintained through:

- Preparatory meetings before all critical activities.
- Systematic inspections by the QC Manager and third-party testing agencies.
- Material verification including concrete, reinforcing steel, sheet pile alignment, and electrical systems.
- Documentation of inspections, test reports, and photographic records for City review.

Pre-functional and functional testing of SCADA components will be conducted before turnover to ensure operational readiness.

10. SAFETY PLAN

DNHI's commitment to safety includes:

- Implementation of a Site-Specific Safety Plan (SSSP) tailored to this project's dewatering and confined space operations.
- Daily toolbox safety talks.
- Job Hazard Analyses (JHAs) for critical activities such as sheet pile driving and electrical work.
- Site-wide enforcement of PPE requirements and hazard mitigation practices.
- Immediate incident reporting procedures and corrective action protocols.

The goal is Zero Incidents for the entire duration of the project.

11. RISK MANAGEMENT

Risks and mitigation strategies include:

- **Weather-related Delays:** Contingency scheduling and rapid site protection measures.
- **Dewatering System Failures:** Redundant pumps and active monitoring.
- **Material Procurement Delays:** Early procurement of actuators, SCADA equipment, and critical structural materials.
- **Environmental Compliance:** Continuous turbidity monitoring and maintenance of erosion control measures.

Risk reviews will occur bi-weekly to adjust mitigation strategies as needed.

12. CLOSEOUT PLAN

Closeout will include:

- Full operational testing and SCADA system verification.
- Final punch list development and correction.
- Submittal of certified as-built drawings and O&M manuals.
- On-site training sessions for City operational staff on SCADA systems and gate actuators.
- Submission of final project documentation and warranties.

DNHI will ensure a smooth and efficient turnover to the City, leaving a fully functional, maintainable system.

13. CONCLUSION

Douglas N. Higgins, Inc. is committed to the successful execution of the City's water control structure improvements. Our local presence, technical capabilities, and commitment to safety and quality will ensure a successful project that strengthens the City's infrastructure for decades to come. We look forward to the opportunity to partner with the City of Port St. Lucie on this critical initiative.

City of Port St Lucie - A-14, A-16, A-17 AND A-18 WATER CONTROL STRUCTURE REPLACEMENT
DOUGLAS N. HIGGINS, INC. 4-28-25
NOTE: 545 DAY CONTRACT

	MONTHS																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
PRECON MEETING	X																	
SUBMITTALS AND SHOP DRAWINGS	X	X																
MOBILIZATION			X															
A-14																		
NPDES REQUIREMENTS			X															
COFFERDAM				X														
PUMPING SETUP				X														
DEMOLITION				X														
NEW SHEET PILES					X	X												
CONCRETE CAP							X	X										
ALUMINUM GATES AND ACTUATORS									X									
ELECTRICAL, SCADA AND CCTV									X									
RIP RAP										X								
RESTORATION											X							
A-16																		
NPDES REQUIREMENTS						X												
COFFERDAM						X												
PUMPING SETUP							X											
DEMOLITION							X											
NEW CULVERTS								X										
NEW SHEET PILES								X										
CONCRETE CAP									X									
ELECTRICAL, SCADA AND CCTV									X	X								
RIP RAP										X								
RESTORATION										X								
A-17																		
NPDES REQUIREMENTS									X									
COFFERDAM									X									
PUMPING SETUP										X								
DEMOLITION										X								
NEW CULVERTS											X							
NEW SHEET PILES											X							
CONCRETE CAP												X						
ELECTRICAL, SCADA AND CCTV												X	X					
RIP RAP													X					
RESTORATION													X					
A-17																		
NPDES REQUIREMENTS											X							
COFFERDAM											X							
PUMPING SETUP											X	X						
DEMOLITION												X						
NEW CULVERTS													X					
NEW SHEET PILES													X					
CONCRETE CAP														X				
ELECTRICAL, SCADA AND CCTV														X	X			
RIP RAP															X			
RESTORATION															X			
DIRECTIONAL DRILL										X	X							
CLOSEOUT DOCUMENTS																X		
DEMOB																	X	

* SCHEDULE WILL BE COORDINATED WITH THE CITY OF PORT ST LUCIE

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HIGGINS, DANIEL NORMAN

DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANNN ARBOR MI 48108

LICENSE NUMBER: CGC060189

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

COLLIER COUNTY BUSINESS TAX

BUSINESS TAX NUMBER: 000464

COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertaxcollector.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2025**

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

LOCATION: 4485 ENTERPRISE AVE
ZONED: INDUSTRIAL LIC 1541
BUSINESS PHONE: 774-3130
STATE OR COUNTY LIC #: CG C060189

COLLIER COUNTY TAX COLLECTOR
LEGAL FORM
Corporation

DOUGLAS N. HIGGINS, INC

HIGGINS, DANIEL N
4485 ENTERPRISE AVE
NAPLES, FL 34104

1-10 EMPLOYEES
CLASSIFICATION: 05-GENERAL CONTRACTOR
CLASSIFICATION CODE: 05100101

-THIS TAX IS NON-REFUNDABLE-

DATE	07/31/2024
AMOUNT	18.00
RECEIPT	502-25-00083111

Rob Stoneburner

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities nor does it exempt the licensee from any other taxes or permits that may be required by law.

State of Florida
Department of State

I certify from the records of this office that DOUGLAS N. HIGGINS INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on August 1, 1973.

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 4, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of February, 2025

Secretary of State

Tracking Number: 2717900730CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

424

2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 830666

FILED
Feb 04, 2025
Secretary of State
2717900730CC

Entity Name: DOUGLAS N. HIGGINS INC.

Current Principal Place of Business:

3390 TRAVIS POINTE RD.
SUITE A
ANN ARBOR, MI 48108

Current Mailing Address:

3390 TRAVIS POINTE RD.
SUITE A
ANN ARBOR, MI 48108 US

FEI Number: 38-1807765

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

NRAI SERVICES, INC.
1200 SOUTH PINE ISLAND RD.
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MADISON BAKER 02/04/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	ASST. SECRETARY
Name	LUDWIG, TAMARA J
Address	4485 ENTERPRISE AVENUE
City-State-Zip:	NAPLES FL 34104

Title	PRESIDENT
Name	HIGGINS, DANIEL N
Address	3390 TRAVIS POINTE RD. SUITE A
City-State-Zip:	ANN ARBOR MI 48108

Title	VICE-PRESIDENT
Name	DELUCA, MATTHEW T
Address	5355 MCINTOSH ROAD SUITE E
City-State-Zip:	SARASOTA FL 34233

Title	VP, EXECUTIVE SECRETARY, TREASURER
Name	WILKIE, KELLY A
Address	3390 TRAVIS POINTE RD SUITE #A
City-State-Zip:	ANN ARBOR MI 48108

Title	VP
Name	LOBELLO, MICHAEL A
Address	4485 ENTERPRISE AVE
City-State-Zip:	NAPLES FL 34104

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL N HIGGINS PRESIDENT 02/04/2025

Electronic Signature of Signing Officer/Director Detail — Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.
Douglas N. Higgins, Inc.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
3390 Travis Pointe Rd., Ste. A

6 City, state, and ZIP code
Ann Arbor, MI 48108

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
3 8 – 1 8 0 7 7 6 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 1/9/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Port St. Lucie
Electronic Bid ("E-Bid")
Event Name: Replace and Automate 4 Water Control Structures (A-14, A-16, A-17 & A-18)
Event Number: 20250062

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, Section 35.07, this electronic bid ("E-Bid") is being issued to establish a Contract with one or more qualified Contractors who will provide **Replacement and Automation of 4 Water Control Structures (A-14, A-16, A-17 & A-18)**, to the City of Port St. Lucie (hereinafter, "City") as further described in this E-Bid.

A descriptive overview of the City of Port St. Lucie can be found at https://www.cityofpsl.com/discover-us/about-psl. Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Restrictions on Communicating with Staff

From the issue date of this E-Bid until City Council approves the award (or the E-Bid is officially cancelled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders'/Offerors' conference (if any), or as defined in this E-Bid or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including, but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Contractor violating this provision. Further information on this topic can be found on the Cone of Silence and E-Bid Communication Document.

1.3. E-Bid Scope of Requested Commodities

The intent of the City is to procure the services of one (1) qualified Contractor related to the replacement and automation of four (4) water control structures. The following reflects the Scope of Services necessary for the construction related to the project.

A-14 – It is the general intent that the Contractor is responsible for the replacement of the existing A-14 Control Structure located within the E-84 Canal east of Darwin Boulevard. Work effort shall include removal of the existing control structure and placement of a new control structure adjacent to the existing structure, dewatering as required to facilitate the work, and replacement of the existing stormwater culvert and headwall on the north side of the facility. Removal of the existing structure can only take place once the new structure is in place and operational. Normal water levels within the E-84 Canal system will be controlled by the City Public Works Department to the extent possible. Emergency overflow or Coffer Dams may be required for above normal rainfall.

A-16 - Steel Sheet Pile Weir WCS A-16 will be removed and replaced due to irreversible loss of functionality, replace the operable gate to include an electric motor actuator (for remote control from the City's Public Works Department), replace/upgrade of the existing culverts under Parr Drive downstream of the A-16 WCS, remove broken revetment/regrade the channel and side slopes, install rip rap armoring and sodding to arrest erosion problems. Installation of electric service, electrical controls, lighting, camera, cellular service for SCADA control functionality of proposed operable gate electric actuator and for CCTV monitoring. The proposed sheet pile weir will be similar in design to the existing weir, with regards to type of materials, dimensional sizes, grades, and

elevations.

A-17 - Steel Sheet Pile Weir WCS A-17 will be removed and replaced due to irreversible loss of functionality, replace the operable gate to include an electric motor actuator (for remote control from the City's Public Works Department), replace/upgrade of the existing culverts under Parr Drive downstream of the A-17 WCS, remove broken revetment/regrade the channel and side slopes, install rip rap armoring and sodding to arrest erosion problems. Installation of electric service, electrical controls, lighting, camera, cellular service for SCADA control functionality of proposed operable gate electric actuator and for CCTV monitoring. The proposed sheet pile weir will be similar in design to the existing weir, with regards to type of materials, dimensional sizes, grades, and elevations.

A-18 - Steel Sheet Pile Weir WCS A-18 will be removed and replaced due to diminished functionality, replace the operable gates to include an electric motor actuator (for remote control from the City's Public Works Department), regrade the channel and side slopes, replace/upgrade existing rip rap armoring and sodding to arrest erosion problems. Installation of electric service, electrical controls, lighting, camera, cellular service for SCADA control functionality of proposed operable gate(s) electric actuator(s) and for CCTV monitoring. The proposed sheet pile weir will be similar in design to the existing weir, with regards to type of materials, dimensional sizes, grades, and elevations.

All work shall be in accordance with the project plans prepared by Culpepper & Terpening, Inc. and CAPTEC Engineering, Inc. The Contract period is estimated at five hundred forty-five (545) calendar days with no option to renew.

- A-16, A-17 & A-18 Construction Plans – pages 1 – 24
- A-16, A-17 & A-18 Electrical Plans – pages 1 – 7
- A16, A-17 & A-18 Structural Plans – pages 1 – 8
- A-16, A-17 & A-18 Topographic Survey – pages 1 – 5
- A-16, A-17 & A-18 Technical Specifications – pages 1 – 27
- A-16, A-17 & A-18 Geotechnical Report – pages 1 – 38
- A-16, A-17 & A-18 Environmental Report – pages 1 – 65
- A-14 Construction Plans – pages 1 – 12
- A-14 Technical Specifications – pages 1 – 18

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

1.4. Overview of the E-Bid Process

The objective of the E-Bid is to select one or more qualified Contractors (as defined by Section 1.1 – "Purpose of Procurement") to provide the goods and/or services to the City as outlined in this E-Bid. This E-Bid process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractors' responses received prior to the closing date of this E-Bid and resolution of any Contract exceptions, the preliminary results of the E-Bid process will be publicly announced, by the City Clerk's office, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)." Please refer to Section 1.1 – "Purpose of Procurement" and Section 6.4 – "Selection and Award," for information concerning the number of Contract awards expected.

1.5. Schedule of Events

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be

followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the E-Bid will be publicly posted prior to the closing date of this E-Bid. After the close of the E-Bid, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the Contract term on an as-needed basis, with or without notice.

Description	Date	Time
Release of E-Bid	**March 27, 2025**	N/A
Bidders'/Offerors' Conference & Site Visit Location: N/A	**N/A**	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	**April 16, 2025**	5:00 p.m. ET
Bids Due/Close Date and Time	**April 29, 2025**	**2:00 p.m ET**

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations and Proposal Revisions may not be required.

*In the event the estimated value of the Contract is less than $200,000.00 the City reserves the right to proceed directly to Contract award without posting a Notice of Intent to Award.

1.6. Official Issuing Officer (Procuring Agent)

Name: Robyn Holder
Email: rholder@cityofpsl.com

1.7. Definition of Terms

Please review the following terms:
Contractor(s) – companies desiring to do business with the City (Also called "Bidder," "Proposer," or "Offeror.")
City of Port St. Lucie (City) – the governmental entity identified in Section 1.1 – "Purpose of Procurement," of this E-Bid.
Immaterial Deviation- does not give the Contractor a substantial advantage over other Contractors.
Material Deviation- gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.
Procurement Management Division (PMD)- The City department that is responsible for buying, purchasing, renting, leasing or otherwise obtaining any supplies, services, professional services, construction, or any other item(s).
Responsible- means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.
Responsive- means the Contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.
Sourcing Platform- OpenGov

Any special terms or words which are not identified in this E-Bid Document may be identified separately in one or more attachments to the E-Bid. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 – "Instructions to Contractors," of this E-Bid.

1.8. Contract Term

The initial term of the Contract(s) is for five hundred and forty-five (545) days from the issuance of a Purchase

Order. In the event that the Contract(s), if any, resulting from the award of this E-Bid shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this E-Bid states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Contractors

2.1. General Information and Instructions

2.1.1 Familiarity with Laws and Regulations

Responding Contractors are assumed to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from Contract responsibility.

2.1.2 Restrictions on Communicating with Staff

From the issue date of this E-Bid until a City generated Purchase Order is submitted to the contracted contractor (or the E-Bid is officially cancelled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this E-Bid or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information on this topic can be found on the Cone of Silence and E-Bid Communication Document.

2.1.3 Submitting Questions

All questions concerning this E-Bid must be submitted in writing on the OpenGov Platform during the Question-and-Answer open period. Please select the Question-and-Answer tab in the E-Bid project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

2.1.4 Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the offices referred to in Section 1.5 – "Schedule of Events," of this E-Bid. Unless indicated otherwise, attendance is not mandatory; although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5 The City's Right to Request Additional Information – Contractor's Responsibility

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of

personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.6 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the E-Bid will not be considered. The Contractor's response must be complete in all respects, as required in each section of this E-Bid.

2.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this E-Bid**. A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the E-Bid requirements, which determination will be made by the City on a case-by-case basis.

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

2.1.8 The City's Right to Amend and/or Cancel the E-Bid

The City reserves the right to amend this E-Bid. All revisions must be made in writing prior to the E-Bid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the E-Bid, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-Bid will be issued as an addendum. Written notice will be posted to OpenGov without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the E-Bid known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the E-Bid (including any revisions/additions made in writing prior to the close of the E-Bid whether or not such revision occurred prior to the time the Contractor submitted its response) unless expressly stated otherwise in the Contractor's response.

THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-Bid ANDMAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE E-Bid. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 – "Public Award Announcement," of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-Bid at any time.**

2.1.9 Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

2.1.10 Proposal of Additional Services

If a Contractor indicates an offer of services in addition to those required by and described in this E-Bid, these additional services may be added to the original Contract at the sole discretion of the City.

2.1.11 Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15. By submitting a response to this E-Bid, the Contractor certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

2.1.12 Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

2.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City Ordinances and state and federal laws. Any material that is submitted in response to this E-Bid, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to Chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned NOT to submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review Chapter 119, Florida Statutes for all updates before requesting exceptions from Chapter 119.

2.2 Submittal Instructions

Submittal Instructions to OpenGov

Listed below are key action items related to this E-Bid. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the E-Bid provides high-level instructions regarding the process for reviewing the E-Bid, preparing a response to the E-Bid, and submitting a response to the E-Bid.

2.2.1. E-Bid Released

The release of the E-Bid is only communicated through the posting of this E-Bid as an event in OpenGov. This E-Bid is being conducted through OpenGov an online, electronic tool, which allows a contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each Contractor interested in competing to win a Contract award must complete and submit a response to this E-Bid using OpenGov. Therefore, each Contractor MUST

carefully review the submittal instructions on OpenGov's website and following the submittal guidance that is provided in Section 2.2 of this E-Bid document.

2.2.2. E-Bid Review

The E-Bid (or "Sourcing Event") consists of the following: this document, entitled "City's E-Bid Document," and any and all information included in the Sourcing Event, as posted to OpenGov, including any and all documents provided by the City as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

2.2.3. Preparing a Response

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the E-Bid as specified by the City.
5. Use caution in creating electronic files to be uploaded. <u>If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.</u>
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office 2007 and portable document format file (PDF). <u>Unless the E-Bid specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor's response will be considered incomplete and disqualified from further consideration</u>.

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

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

1. <u>BID SUBMISSION</u>**.** All bids shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in** ***<u>one (1) file TOTAL</u>***. <u>No</u> hard copies will be accepted.

- File #1 - Upload all other **<u>mandatory documents in the following order</u>**:
  - ✓ Project Management Plan/Approach to the project. Include the number of personnel assigned to the project.
  - ✓ Proposed Project Schedule.
  - ✓ Copy of the 5% Bid Bond (**the original must be turned in within 10 days after the opening or the bid may be considered non-Responsive**).
  - ✓ State of Florida General Contractor License.
  - ✓ State of Florida Underground Utility & Excavation License.
  - ✓ Contractor's General Information Worksheet.

- ✓ Current Certificate of Insurance.
- ✓ Cone of Silence acknowledgement.
- ✓ Trench Safety form.
- ✓ Non-Collusion form.
- ✓ Contractor's Code of Ethics.
- ✓ Certification Regarding Lobbying.
- ✓ Certification Regarding Debarment.
- ✓ Buy America Certificate of Compliance.
- ✓ E-Verify form.
- ✓ Vendor Certification Regarding Scrutinized Companies' Lists.
- ✓ Drug Free form.
- ✓ W-9 Form

1. REVIEW AND REVISE. In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress. Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Contractor temporarily losing a connection to the Internet.

2. WITHDRAW. A Contractor may withdraw the proposal by removing all documents from OpenGov prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a written request to the Issuing Officer.

3 General Insurance, Bonding, and Permit Requirements

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

3.1 Standard Insurance Requirements

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

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

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

   Except as to Workers' Compensation and Employers' Liability, said Certificate(s) of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250062 – Replace & Automate four (4) Water Control Structures."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

5. Pollution Insurance**:** Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

6. Waiver of Subrogation: By entering into this Contract, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for

any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

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

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

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

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

Contractor must review the City's Standard Contract for further details and coverage requirements.

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the Contract number and the City as the additional Insured party. The Contractor's submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates are provided.

3.2 Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than **5%** of the total bid amount made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit **must** be scanned and uploaded into OpenGov along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) days after the E-Bid Due Date as reflected above in Section 1.5. The responding Contractor's bid may be considered non-Responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

Attn: Robyn Holder, CPPB
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Division

Bid Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a Contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the Contract.

3.2.3 Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all the solicitation's identified specifications and requirements except as expressly stated otherwise in the Contractor's response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and
4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of City Ordinances and state and federal laws and can result in fines, prison sentences, and civil damage awards.

3.3 Payment Bond

The awarded Contractor(s) shall be required to furnish a recorded bond to secure payment of all claims for materials furnished and/or labor performed. The payment bond shall be in amount equal to the Contract price.

Performance Bond/Letter of Credit

The awarded Contractor(s) shall be required to furnish a recorded performance bond or an irrevocable letter of credit to the City for the faithful performance on the Contract in an amount equal to the Contract price. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the Contract is approved by City Council, but in any event, prior to the beginning of any contract performance by the awarded Contractor.

3.4 Permits

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

4 E-Bid Bid Factors

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

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

4.1 Introduction

All the items described in this section are service levels and/or terms and conditions the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in the Contractor's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2 Contractor's General Information

Each Contractor must complete all the requested information in the electronic purchasing system entitled **Contractor's General Information Worksheet / Questionnaire** for inclusion with their bid response.

4.3 Mandatory Requirements

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

1. Requirements in this E-Bid document.
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.
4. **All licenses and certifications required to perform this work in Port St. Lucie.**
5. **Project Management Plan / Project Approach.**
6. **Proposed Project Schedule.**

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

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

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

5 Cost/Pricing

Each Contractor is required to fill out the pricing table in OpenGov. This will automatically total the cost. Do not use the sample cost worksheet.

5.1 General Pricing Rules

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

1. The submitted pricing must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period; and
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the E-Bid, will be treated as non-Responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a

Contractor's unit price and extended price, the unit price shall govern; and

6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any), and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the E-Bid or Contract; and
8. Unless otherwise specified in any terms and conditions attached to the E-Bid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the E-Bid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-Responsive, unless otherwise permitted by the E-Bid; and
11. Unless permitted by the E-Bid, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive.

5.2 Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the E-Bid. Additional alternative cost structures will not be considered. Each Contractor is hereby advised that failure to comply with the E-Bid instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Contractor's response.

Enter all information directly into the pricing table in OpenGov. Enter numbers in the pricing table as each "number" (two-place decimal), not "currency" or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., $7.90 should be entered as 7.90). Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer."

5.3 Payment by City's Visa Card Program

The City currently utilizes the State of Florida Visa Program**.** The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms.

6 Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's contract. The City will announce the results of the E-Bid as described further in Section 6.7 – "Public Award Announcement."

6.1 Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline in accordance with Section 2 – "Instructions to Contractors."
2. Response is complete and contains all required documents.

6.2 Best Value Analysis

The project will be awarded to the Contractor that provides the lowest Responsive and Responsible proposal.

6.3 Evaluating Bid Factors (Section 4)

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 4 – "E-Bid Bid Factors" will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the response. An Immaterial Deviation will be processed as if no deviation had occurred.

6.4 Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.5 Selection and Award

The City reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part, or by line item; and (f) take any other action as permitted by law.

The primary intent of this E-Bid is to identify a single source (lowest Responsive and Responsible Contractor) to provide all the needed goods and/or services; however, the City reserves the right to make split awards.

6.6 Local Preference in Purchasing or Contracting

Not applicable to this solicitation.

6.7 Site Visits, Samples, and Oral Presentations

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

6.8 Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

7 Contract Terms and Conditions

The Contract that the City expects to award as a result of this E-Bid will be based upon the E-Bid, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which can be downloaded from OpenGov. The "successful Contractor's final response as accepted by the City," shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the E-Bid requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the City's Contract terms and conditions and attached Sample Contract prior to submitting a response to this E-Bid. Contractors should plan on the Contract terms and conditions contained in this E-Bid being included in any award as a result of this E-Bid. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the E-Bid and the potential resulting Contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the E-Bid specifications and the Contract terms and conditions without change, except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a Contract provision, the Contractor must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the E-Bid.

In the event the Contractor is selected for potential award, the Contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the time identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Contractor's response. The City reserves the right to then proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the E-Bid may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

This E-Bid and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the E-Bid not specifically addressed in an exception statement in the proposal and accepted in the Contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the E-Bid; the E-Bid shall be the ruling document over the Proposal response for all requirements in the E-Bid not specifically addressed in an exception statement in the proposal. Statement and requirements in the E-Bid shall rule over the Proposal document.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Contractor attached thereto), the E-Bid (including any subsequent addenda and written responses to Bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the executed Contract.

(ii) Second, by giving preference to the specific provisions of the E-Bid.

(iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

8 Payment

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

1. The City shall have not less than thirty (30) days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each

product or line item fulfilled.

3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the E-Bid and agreed upon in writing by the City.
6. Any discrepancies noted by the City must be corrected by the awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by City personnel. Once disputed items are resolved, the awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will make payments only on authorized transactions.
10. All invoices must be sent to: The Project Manager.

9 List of E-Bid Attachments

The following documents make up this E-Bid. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- E-Bid Document

Attachments A - O:

A. A-16, A17 & A-18 Construction Plans (Attached)
B. A-16, A-17 & A-18 Electrical Plans (Attached)
C. A-16, A-17 & A-18 Structural Plans (Attached)
D. A-16, A-17 & A-18 Topographic Survey (Attached)
E. A-16, A-17 & A-18 Technical Specifications (Attached)
F. A-16, A-17 & A-18 Geotechnical Report (Attached)
G. A-16, A-17 & A-18 Environmental Report (Attached)
H. A-14 Construction Plans (Attached)
I. A-14 Technical Specifications (Attached)
J. FDEP Agreement #22SRP12 (Attached)
K. FDEP Standard Grant Agreement (Attached)
L. IRL Agreement #IRL2024-02 (Attached)
M. SFWMD Permit #56-104326-P (Attached)
N. Sample Contract (Attached)
O. Mandatory Documents (Attached)

**Any documents indicated in Section 4.3 of this E-Bid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-Responsive.

City of Port St. Lucie
Procurement Management Division
Nathaniel Rubel, Assistant Director
121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984
(772) 871-5223

QUESTION & ANSWER REPORT
GEN No. 20250062
Replace & Automate Four (4) Water Control Structures

RESPONSE DEADLINE: April 29, 2025 at 2:00 pm

Wednesday, June 11, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. No subject

Mar 27, 2025 3:22 PM

Question: What is the engineers estimate for this project?

Mar 27, 2025 3:22 PM

Answered by Robyn Holder: Estimated at $4 million.

Apr 4, 2025 11:11 AM

2. BUDGET

Mar 31, 2025 10:06 AM

Question: I would like to ask for the estimated construction budget for this project.

Mar 31, 2025 10:06 AM

Answered by Robyn Holder: Estimated at $4 million.

Apr 4, 2025 11:12 AM

3. Project Budget

Apr 2, 2025 10:43 AM

Question: What is the budget of the project?

Apr 2, 2025 10:43 AM

Answered by Robyn Holder: Estimated at $4 million.

Apr 4, 2025 11:12 AM

4. water levels

Apr 9, 2025 10:46 AM

Question: 1. Are the current water levels, influent and effluent at control elevations at all 4 sites? 2. Will the current water levels vary? 3. How much variation is typical between the wet and dry season for each station? 4. A-16/17/18 bypass pumping, shown on the influent side, shows the pump behind the dam and discharging back into the influent source but also speaks of 'maintain drainage flow during construction". Explanation. Include bypass pumping? 5. A-14, 6/8. Note 2. Instead of flooding the work site can we conduct bypass pumping. 6. Is all of the existing sheet piling and handrails that is to be removed and replaced the property of the contractor?

Apr 9, 2025 10:46 AM

Answered by Robyn Holder: 1. Yes. 2. Yes. 3. 1.5 ft. on average. 4. Per the contract conditions, the Contractor is required to maintain drainage. There is no SFWMD dewatering permit required for this project, because dewatering effluent will be discharged upstream of the control structures. All dewatering effluent must remain onsite/upstream of the structure. Any other means of dewatering discharge requires a SFWMD dewatering permit by the Contractor. Bypass pumping is not required. The Contractor shall use the control structures for severe storm events to avoid flooding of upstream p properties in accordance with Construction Sequence Note 6 on the dewatering plan(s). 5. The Contractor shall use the control structure for base flow and for severe storm events to avoid flooding of upstream properties. 6. Yes.

Apr 22, 2025 3:02 PM

5. Structure A-19

Apr 16, 2025 6:50 AM

Question: Are any modifications required for the A-19 Main Control Panel?

Apr 16, 2025 6:50 AM

Answered by Robyn Holder: No, the power feed from A-18 to the A-19 is for a new electric service (replacement) to this facility. As noted in the plans, the Contractor must construct a complete and fully functioning project with this bid. Submittal of a bid is certification that no change orders are required to install all improvements. All required costs for all labor, materials, incidentals, and temporary work must be included in the bod.

Apr 22, 2025 3:05 PM

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-566

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.i

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Amendment #2 to Contract #20240173 for the Construction of Whitmore Baffle Box.

Submitted By: Alaina Knofla, Acting Procurement Manager, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Alaina Knofla, Acting Procurement Manager, (PMD).
2. Parties: City of Port St. Lucie and Timothy Rose Contracting, Inc.
3. Purpose: The City of Port St. Lucie requires Construction Services for the Whitmore Baffle Box.
4. New/Renewal/Modified: Modified.
5. Duration: The initial term began on December 9, 2024 through June 17, 2025. Through Amendment #1, time has been extended through November 20, 2025.
6. Benefits to Port St. Lucie: The baffle box will treat a 119-acre area. Nutrient reduction of 103 lbs./yr. in total nitrogen (TN), 18 lbs./yr. in total Maximum Daily phosphorus (TP), and 21,060 lbs./yr. of total suspended solids (TSS) to the St. Lucie River and Estuary Basin will be achieved, helping to meet Maximum Daily Load (TMDL) reductions.
7. Cost to Port St. Lucie (Annual and Potential): An additional $188,158.56 for a new Contract total amount of $902,568.21.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve Amendment #2 to Contract #20240173 for the Construction of Whitmore Baffle Box with Timothy Rose Construction, Inc.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Amendment #2 to Contract #20240173.
2. Move that the Council not approve Amendment #2 to Contract #20240173 and provide staff with direction.

Background: The City of Port St. Lucie’s surface water management facilities were originally designed to provide drainage and flood protection; water quality treatment was not a primary consideration at the time of construction. Now, the City seeks to install nutrient-separating baffle boxes to remove sediment, suspended particles, and associated pollutants from stormwater prior to outfall into the North Fork of the St. Lucie River.

Baffle boxes have been identified as a best management practice in Port St. Lucie's recently adopted Stormwater Master Plan (2021) and they support the goals of the St. Lucie River and Estuary Basin Management Action Plan. As the Stormwater Master Plan states, baffle boxes "improve the quality of stormwater discharged into the river by capturing sediment and trash and removing nutrients."

Issues/Analysis: Staff has reviewed the proposal for changes in scope and finds it to be fair and reasonable. The increase in cost is due to the decision to pipe from the Whitmore Baffle Box to where the D-19 canal meets the Elkcam waterway. This decision was made to remove the need for maintenance on the section of the canal directly downstream from the Whitmore Baffle Box. Without this additional piping the embankments bordering the canal would be impossible to maintain due to the newly developed residential properties to the north and south along the D-19 canal.

Financial Information: Public Works Storm Water Division 401-4126-563000-00000.

Special Consideration: N/A.

Location of Project: SE Whitmore Drive at D-19 outfall.

Attachments:

1. Amendment #2 Signed.
2. Amendment #1.
3. Original Conract.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25155-05.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT AMENDMENT

This Amendment #2 ("Amendment #2") to the Construction Services for Whitmore Baffle Box under Contract #20240173 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #2 is fully executed.

Contractor's Full Legal Name:	Timothy Rose Contracting, Inc.
Solicitation No./Event ID:	20240173
Solicitation Title/Event Name:	Construction Services for Whitmore Baffle Box
Contract Award Date:	December 9, 2024
Initial Contract Term:	December 9, 2024 through June 17, 2025
Current Contract Expiration Date:	November 20, 2025
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	$714,409.65
Current Contract Amended Amount:	$714,409.65
Requested Financial Change	$188,158.56
New Contract Amount Total:	$902,568.21
Amendment No.:	2
Amendment Type:	Additional Scope

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Additional Scope**: Additional scope that increases pipe & earthwork and make additional adjustments as outlined below.

Pay Item	Pay Item	Unit	Unit Price	Quantity Change	Cost
1	Mobilization	LS	$86,861.00	0.12	$10,423.32
4	Construction Layout/Record Drawings	LS	$10,295.00	0.12	$1,235.40
6	Excavation & Embankment	CY	$45.90	964	$44,247.60
7	Rubble Rip Rap (Includes filter fabric/bedding stone)	TN	$180.80	10	$1,808.00
8	Floating Turbidity Barrier	LF	$18.80	100	$1,880.00
10	Performance Turf (Sod) (Bahia)	SY	$12.80	625	$8,000.00
11	Dewatering	LS	$22,168.00	0.58	$12,857.44
15	38" x 60" ERCP	LF	$381.40	92	$35,088.80
16	Reinforced Concrete Pad (8")	SY	$283.10	40	$11,324.00
17	Concrete End Wall	EA	$8,456.00	-1	($8,456.00)
New	MES 38" x 60"	EA	$9,750.00	1	$9,750.00
New	Temporary Sheet Pile	LS	$60,000.00	1	$60,000.00
	Total =				$188,158.56

4. **SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and insure to the benefit of the successors and permitted assigns of the parties hereto.

5. **BOND RIDER.** If a Performance and Payment Bond was required under the Contract, then Contractor shall also furnish an acceptable recorded bond rider covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.

6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Contract, including any written amendments thereto, shall be and remain in full force and effect in

accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #2 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Timothy Rose Contracting, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Staci Best, Controller
Date:	6/16/25
Company Address:	1880 82nd Ave. Suite 205 Vero Beach, Florida 32966

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT AMENDMENT

This Amendment #1 ("Amendment #1") to the Construction Services for Whitmore Baffle Box under Contract #20240173 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #1 is fully executed.

Contractor's Full Legal Name:	Timothy Rose Contracting, Inc.
Solicitation No./Event ID:	20240173
Solicitation Title/Event Name:	Construction Services for Whitmore Baffle Box
Contract Award Date:	December 9, 2024
Initial Contract Term:	December 9, 2024 through June 17, 2025
Current Contract Expiration Date:	June 17, 2025
Requested Contract Expiration Date:	November 20, 2025
Initial Contract Amount:	$714,409.65
Current Contract Amended Amount:	N/A
Requested Financial Change	N/A
New Contract Amount Total:	N/A
Amendment No.:	1
Amendment Type:	Extension

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Contract Extension**:

   This Amendment #1 is to extend the Current Contract Expiration Date for an additional one hundred and fifty-six (156) calendar days, as follows.

   Beginning Date of Amendment #1: June 17, 2025
   End Date of Amendment #1: November 20, 2025

   The parties agree that the Contract shall expire at midnight on the date indicated as "End Date of Amendment #1," unless the parties agree in a duly executed Contract Amendment to extend the date.

2. **SUCCESSORS AND ASSIGNS.** This Amendment #1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #1, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #1 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Timothy Rose Contracting, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Staci Best Controller
Date:	6/5/25
Company Address:	1880 82nd Ave. Suite 205 Vero Beach, Florida 32966

CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	June 6, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: December 10, 2024

TO: ****ORIGINAL****
CITY CLERK

FROM: Alaina Knofla, Procurement Contracting Officer III
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20240173
CONTRACT TITLE: Whitemore Baffle Box

VENDOR NAME: Timothy Rose Construction
VENDOR ADDRESS: 1880 82nd Ave., Suite 205
CITY & STATE: Vero Beach, Florida 32966

APPROVED BY COUNCIL:
-

CONTRACT TERM: 180 Calendar Days

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

CITY OF PORT ST. LUCIE
CONTRACT #20240173

This CONTRACT executed this 9th day of December, 2024, 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," and Timothy Rose Contracting, Inc. 1880 82nd Ave. Suite 205 Vero Beach, Florida 32966 (772) 564-7800, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide Installation of Whitmore Baffle Box more specifically described in this Contract based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

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

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

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

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

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

Contractor:

Jordan Rose
Timothy Rose Contracting, Inc.
1880 82nd Avenue Suite 205
Vero Beach, Florida 32966
772-564-7800
Email: jordan@timothyrosecontracting.com
Email: accounting@timothyrosecontracting.com

City Contract Administrator:

Alaina Knofla, Procurement Management Division
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7612 / FAX 772-871-7337
E-mail: aknofla@cityofpsl.com

City Project Manager:

Bret Kaiser
NPDES Project Manager
Public Works Department
772-344-4128
bkaiser@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED / SCOPE OF WORK

Project Scope:

The City of Port St. Lucie (City) requires Construction Services for the Whitmore Baffle Box. The Contractor shall provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any Contract amendments that may be deemed necessary. The Contractor shall provide Maintenance of Traffic as required by the governing standards. The Contractor shall provide record drawings.

The water quality improvement project includes, but is not limited, to the following:

- End of D-19 Canal
  - Mobilization
  - Clearing and grubbing/Demolition
  - Maintenance of Traffic
  - Earthwork
  - Erosion control

- Pre-construction video of existing site
- Dewatering/Coffer Dam
- Utility adjustments
- Construction Layout/Record Drawings
- Drainage modifications/Baffle Box Installation
- Rip Rap Installation and Canal Bank Tie-ins
- Construction of concrete maintenance pad
- Pavement Restoration
- Pavement Markings
- Signalization work
- Sodding Disturbed areas

The work shall be in accordance with the Florida Department of Transportation (FDOT) Standard Plans and Standard Specifications for Road and Bridge Construction (FY 2023-2024). The Contractor is to provide a complete project as shown and described in the Contract documents, bid specifications and project plan set prepared by CAPTEC Engineering, Inc. consisting of the following:

- "SE Whitmore Dr Baffle Box" Plan Sheets 1 to 8, prepared by CAPTEC Engineering, Inc.
- "SE Whitmore Dr Baffle Box" Bid Form, prepared by CAPTEC Engineering, Inc.
- "SE Whitmore Dr Baffle Box" Technical Specifications, pages 1-22, prepared by CAPTEC Engineering, Inc.
- "Whitmore Baffle" Topographic Survey, pages 1-2, prepared by Betsy Lindsay, Inc.
- "Subsurface Soil Exploration and Geotechnical Engineering Evaluation, SE Whitmore Drive Baffle Box and Culvert Replacement," pages 1-30, prepared by Andersen Andre Consulting Engineers, Inc.

The Contractor must have all required licenses and certifications necessary to perform this work. The approved license for this work includes a State of Florida General Contractor License. The Contractor shall be FDOT MOT certified. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

SECTION IV
TIME OF PERFORMANCE

The Contract period will start on December 9, 2024 and will extend for One Hundred (180) Calendar Days ending on June 17, 2025. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence

of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

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

SECTION V
RENEWAL OPTION

N/A

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price for a total amount of $714,409.65. Payments will be disbursed in the following manner.

The Contract Sum – Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials, and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at 5% from each progress payment.

Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment of the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials, and sub-subcontractors are to be attached to the final

invoice. In lieu of Final Release, the Contract may submit a Consent of Surety along with the Final Invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

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

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

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

All invoices are to be sent to the Project Manager.

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

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not

resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

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

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

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

SECTION X
SOVEREIGN IMMUNITY

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

SECTION XI
INSURANCE

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

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

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

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

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of Contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual

Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Automobile policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be included as additional insured and shall include Contract #20240173–Whitmore Baffle Box."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

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

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

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured, without the language, "when required

by written contract." If Contractor, any independent contractor, and/or any subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

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

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

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

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

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

SECTION XII
ACTS OF GOD

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

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed

appropriate by the City, a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this

Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

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

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

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

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

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

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

SECTION XIV
TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge

attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XV
SCRUTINIZED COMPANIES

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

SECTION XVI
CONTRACT ADMINISTRATION

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

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

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including

but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

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

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed Contract and insurance documents.

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

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

SECTION XVII
ADDITIONAL REQUIREMENTS

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

Implied Warranty of Merchantability – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed, notwithstanding any representation to the contrary.

Warranty and Guarantee – All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor agrees to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but are not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended

by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

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

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

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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

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

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

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

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

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

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

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

United States-Produced Iron and Steel Products: Unless otherwise prohibited, Contractor shall comply with section 255.0993, Florida Statutes (2024), that "any iron or steel product permanently incorporated in the project be produced in the United States," unless one of the exceptions under the statute applies.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State, and Federal regulatory agency guidelines.

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

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

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

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

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

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

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

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

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

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

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

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

SECTION XVIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required materials have been delivered and required work performed in accordance with the terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection, the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity, if desired by him, to

correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred/charged by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

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

SECTION XIX
LICENSING

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

SECTION XX
SAFETY PRECAUTIONS

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

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals/compounds/mixtures used in the execution of the Contract.

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

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

SECTION XXI
ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

SECTION XXII
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or
II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

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

Termination for Non-Appropriation. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have

funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two thousand five hundred ($2,500) dollars as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to liquidated damages. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to liquidated damages.

SECTION XXIII
LAW, VENUE, AND WAIVER OF JURY TRIAL

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

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

SECTION XXIV
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXVI
ATTORNEY'S FEES

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

SECTION XXVII
CODE OF ETHICS

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

SECTION XXVIII
POLICY OF NON-DISCRIMINATION

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

SECTION XXIX
SEVERABILITY

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

SECTION XXX
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating

or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

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

SECTION XXXI
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder. In case of any delay Contractor believes is excusable, Contractor shall notify City in writing of the delay or potential delay and describe the cause of the delay either (1) within five days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within two days after the date Contractor first had reason to believe that a delay could result.

SECTION XXXII
CONSTRUCTION

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

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

SECTION XXXIII
E-VERIFY

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

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision otherwise provided herein.

SECTION XXXIV
NON-EXCLUSIVITY

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

SECTION XXXV
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under

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

SECTION XXXVI
COOPERATION WITH INSPECTOR GENERAL

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

SECTION XXXVIII
SWAG GRANT REQUIREMENTS

This Contract is funded through Agreement Number NS107, between the City of Port St. Lucie and the State of Florida Department of Environmental Protection ("FDEP"), attached hereto and incorporated herein by reference as Exhibit A (the "Grant Agreement"). This Contract is to be interpreted in a manner consistent with the terms and purposes of the Grant Agreement. Contractor will cooperate fully with City in the performance of all obligations of the City under the Grant Agreement. For the purposes of this Contract, Contractor shall be regarded as having all responsibilities of "Grantee" under the grant agreement, to the extent applicable, and City shall be regarded as having all rights of the "Department." Contractor shall additionally comply with the following:

A. Unless the City receives an extension, Contractor must complete all construction by September 30, 2026.
B. Contractor must comply with any security and safety requirements and processes, if provided by FDEP, for work done at the Project Location(s).
C. Contractor must submit all required documentation to be eligible for payment.
    a. Any and all invoices and requests for payment, and associated documentation, must fully comply with all applicable requirements of the Grant Agreement, attached hereto and incorporated herein by reference. Failure to comply shall result in Contractor not being entitled to receive payment. Match or reimbursement requests for payments must be substantiated by copies of invoices with backup documentation as required in the Grant Agreement. Payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If FDEP determines that multipliers charged by Contractor or any subcontractor exceeded the rates supported by audit, Contractor shall reimburse such funds to FDEP within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and

Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. Contractor shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

b. Contractor shall fully cooperate with City in the performance of all recordkeeping and reporting requirements described in the Grant Agreement. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. FDEP, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Contract. In the event that any work is subcontracted, Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of City, the FDEP's Inspector General, or other authorized State official, Contractor shall provide any type of information the City or Inspector General deems relevant. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to Contract. Contractor shall retain such records for the longer of: (1) three years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

D. Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors. Contract shall comply with this provision and assist the City in its compliance:

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

E. In addition to the other insurance requirements herein, Contractor shall provide proof of insurance upon request. Additionally, Contractor shall meet the requirements of Attachment 2, Section 8, of the Grant Agreement.

F. In the event the Grant Agreement is terminated by FDEP, City shall have the option to terminate this Contract, in whole or in part. After receipt of a notice of termination or partial termination unless as otherwise directed by City, Contractor shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Contractor shall continue work on any portion of the Contract not terminated. If the Contract is terminated before performance is completed, Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Contractor shall not be entitled to recover any cancellation charges or lost profits.
G. In the event any activity under the Grant Agreement is suspended by FDEP, City shall have the option to suspend such activities under this Contract. Contractor shall be entitled to no additional compensation as a result of such suspension.
H. FDEP shall consider the employment by any contractor or grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If grantee/contractor/ subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

SECTION XXXVIII
FEDERAL REQUIREMENTS

City also reasonably believes that federal funding, including ARPA funds, will be used to fund the Project in whole or in part. Therefore, Contractor agrees to comply with these federal requirements, as well as any requirements of any grant or funding agreement received by the City.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Contractor name	TBD
Contractor unique entity identifier	TBD
Federal Award Identification Number (FAIN)	SLFR3358
Federal Award Date	June 4, 2021
Amount to Federal Funds Obligated	$457,750
Federal Awarding Agency	US Treasury

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

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

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

the basis for settlement, are addressed in Section XXII of the Contract.

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

(1) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The contractor will send to each labor union or representative of workers with which he has

a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred

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

(2) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(3) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

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

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

(4) <u>CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT</u>

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

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

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to

assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the federal awarding agency.

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

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

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

(5) SUSPENSION AND DEBARMENT

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

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

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

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

(6) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

    1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from

undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

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

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

City does not anticipate the use of federal funds subject to the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), in this Contract, but reserves the right to fund the Contract using federal funds at its sole discretion. In the event that City opts to utilize federal funds subject to the provisions of the Davis-Bacon Act, City may amend this Contract as necessary for compliance with applicable law or grant agreement by sending notification to Contractor.

(9) PROCUREMENT OF RECOVERED MATERIALS

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

identified in the EPA guidelines.

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

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

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

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

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the federal awarding agency, as used in this clause—

(b) *Prohibitions.*

(1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital

Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

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

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

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

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

(i) Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity

(CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

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

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to comply with the above requirements when applicable.

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

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

For purposes of this clause:

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

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

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

Build America Buy America Act ("BABA"), as amended from time to time, applies a domestic content procurement preference requirement to Federally funded public "infrastructure" projects. It is the responsibility of the Contractor to review the most up to date and current language,

terms, and conditions of BABA and to ensure that, if the project triggers BABA requirements, the Contractor is abiding by the domestic content procurement requirements and/or obtaining any applicable waiver. Contractor agrees to indemnify and hold the City harmless in regard to the fulfillment any BABA requirements.

This agreement is for services related to a project that is subject to the Build America, Buy America Act requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022, and Additional Guidance for Implementing the Build American, Buy American Act, August 23, 2023.

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

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

(14) ACCESS TO RECORDS

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

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

The contractor agrees to permit the federal awarding agencyor his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

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

(15) CHANGES

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

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

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

(17) NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Any procurement involving funds authorized by this Agreement must comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200.

(19) INCREASING SEAT BELT USE IN THE UNITED STATES

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

(20) REDUCING TEXT MESSAGING WHILE DRIVING

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

(21) PUBLICATIONS

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

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

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

(23) ARPA CIVIL RIGHTS ASSURANCES

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov

4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided

Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> Contractor and any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

SECTION XXXIX
ENTIRE AGREEMENT

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

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Purchasing Agent

CONTRACTOR

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Indian River)

The foregoing instrument was acknowledged before me by [✓] physical presence or [ ] online notarization, this 25th day of November, 2024 by Zach Rose who is [✓] personally known to me, or who has [ ] produced the following identification:
_____.

Notary Public State of Florida
Staci B Best
My Commission HH 076499
Expires 02/05/2025

NOTARY SEAL/STAMP

Staci B. Best
Signature of Notary Public

Staci B. Best
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-585

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.j

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve a Grant Agreement between the City of Port St. Lucie and the Trust for Public Land for the Purpose of Supporting Resident Engagement in Neighborhood Green Space

Submitted By: Almartha Barrett, Grant Coordinator and Sabrina McLeod, Grants & Strategic Initiatives Project Manager, City Manager's Office

Strategic Plan Link: The City's Goal to enjoy culture, nature and fun activities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: The Trust for Public Land
2. Parties: City of Port St. Lucie and The Trust for Public Land
3. Purpose: Grant agreement required to enable the Trust for Public Land to complete its obligations under its grant through the On Common Ground program.
4. New/Renewal/Modified: New
5. Duration: June 26, 2025, through May 31, 2026
6. Benefits to Port St. Lucie: This grant will help create an engagement model for resident input on green space needs and will provide a structured, replicable way for residents to shape how green space is delivered in their neighborhoods as the City continues to prioritize increasing access to green space and parks.
7. Cost to Port St. Lucie (Annual and Potential): Staff time to support grant implementation.

Presentation Information: N/A

Staff Recommendation: Move that the Council authorize the City Manager to execute the grant agreement, indicating acceptance of the grant agreement by the City Manager.

Background: On May 30, 2025, the Trust for Public Land's announced that City of Port St. Lucie will receive an On Common Ground Grant to fund Conservation Corps Greenspace Ambassadors, a resident-driven Park Stewardship program that brings together small, diverse cohorts of residents to help activate underutilized green spaces in Port St. Lucie's most park-deficient neighborhoods. Over the course of six to eight weekly sessions, participants will engage in walking audits, storytelling, environmental learning, and co-design workshops to envision and shape the future of City-owned green spaces.

The program directly builds on the City's Naturally PSL initiative, which engaged thousands of residents to prioritize green space access and identified extensive underutilized parcels that could serve as future public spaces. With rapid growth, limited public land, and the lack of a centralized system for public spaces and

services, Port St. Lucie must be creative in reimagining its landscape with community needs and context.

This pilot program creates a framework for resident-led stewardship, serving as a foundation for a neighborhood-scale advisory model that does not currently exist in the community. Port St. Lucie is a young city with 60 years of history; while other cities have formal Park Advisory Boards, there is no local mechanism for regular, place-based resident input on green space needs. This program could fill a critical gap by offering a structured, replicable way for residents to shape neighborhood green space as the City continues to prioritize increasing access to green space and parks.

Issues/Analysis: N/A

Financial Information: TPL shall grant the City $25,000, which shall be disbursed upon execution of the Agreement

Special Consideration: N/A

Location of Project: N/A

Attachments: Agreement

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25160-05

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

REGRANT AGREEMENT
(On Common Ground)

THIS REGRANT AGREEMENT ("Agreement") is made and entered into as of the Effective Date provided below, by **The Trust for Public Land**, a California nonprofit corporation and U.S. tax-exempt public charity ("TPL") with its principal place of business at 23 Geary Street, Suite 1000, San Francisco, CA 94108, to **The City of Port St. Lucie** ("Grantee") with the address of 121 SW Port St Lucie Blvd., Building A, to advance TPL's program, On Common Ground.

WHEREAS, the mission of the Grantee is to provide exceptional services that enhance our community's safety, beauty and quality of life through innovation, engagement and fiscal responsibility; and

WHEREAS, the mission of TPL is to create parks and protect land for people, ensuring healthy, livable communities for generations to come; and

WHEREAS, both parties are subject to certain requirements and restrictions imposed by the Internal Revenue Code on charitable organizations.

THEREFORE, Grantee and TPL (collectively the "Parties") agree to the following:

1. Regrant Amount. TPL shall grant to Grantee the sum of **$25,000** ("Grant"), which shall be disbursed upon execution of this Agreement, receipt of an invoice from Grantee with its ACH/wire electronic payment information, and receipt of a completed W-9 from Grantee.

2. Grant Activities. Grantee shall use the Grant for the activities detailed **Exhibit A**, which is incorporated into and made a part of this Agreement ("Grant Activities").

3. Term. The term of this Agreement shall commence upon execution of this Regrant Agreement by both parties, and shall continue through May 31, 2026, unless this Agreement is terminated or extended in accordance with the provisions of this Agreement.

4. Reporting. The Grantee shall complete a verbal final progress report to TPL at least two weeks prior to the end of the Agreement term. Reports shall include a narrative description of Grantee's accomplishments and a short financial report.

5. Conflict of Interest. During the term of this Agreement, the parties agree not to undertake any responsibilities or engage in activities which may conflict with or be detrimental

to the success of the grant activities. Further, the parties shall disclose to one another any situation which may reasonably present a conflict of interest, and shall mutually and in good faith attempt to resolve any apparent or perceived conflict of interest. If the conflict cannot be resolved between the parties, either party may terminate this Agreement effective on the day notice is sent.

6. Intellectual Property. All intellectual property interests, including copyright interests, in materials produced as a result of this grant ("Materials") are jointly owned by the Grantee and TPL.

7. Acknowledgement of the Grant and Publicity. Grantee agrees to acknowledge TPL's support in all public announcements, news features, publications or other media information related to the grant activities, and to provide a copy of all such published materials to TPL.

Grantee gives its permission to TPL to use any photographs and information related to the grant activities for any purpose that supports TPL's mission including, but not limited to, materials used for educational, promotional, commercial, advertising or fundraising. In addition, Grantee shall utilize the model releases provided by TPL to Grantee (such as model releases for photographs) and authorizations from third parties that permit TPL to publicize any information provided by Grantee. Grantee further authorizes, consents and allows TPL to use images, photographs and videos taken of Grantees' representatives at the Grantee Convening, now and in the future, for any purpose that supports TPL's mission, including, but not limited to materials used for educational, promotional, commercial, advertising or fundraising purposes.

8. Lobbying Prohibition. The Grant may not be utilized for any lobbying activities or to influence legislation as defined in Section 501(c)(3) of the IRS Code, and may not be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

9. Disclaimer of Liability. Each party assumes no responsibility or liability for the actions of the other party in implementing its roles and responsibilities pursuant to this Agreement.

10. Compliance with Laws. Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials.

Grantee agrees to notify TPL immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, and shall provide TPL with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. Termination. If Grantee fails to comply with any term or condition in this Agreement , TPL may terminate this Regrant Agreement after giving written notice to Grantee and permitting the Grantee fourteen (14) days to cure any deficiencies. In event of a termination, the Grantee shall return all unspent funds to TPL.

12. Public Records. The parties shall comply with section 119.0701, Florida Statutes. The parties are to allow public access to all documents, papers, letters, or other material made or received by the parties pursuant to and during the Term of the Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

Notwithstanding anything to the contrary set forth in the Agreement, TPL acknowledges Grantee's duties under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to provide public access to Grantee's records and to hold them open for personal inspection and copying by any person. TPL acknowledges that the parties are required to comply with Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, with regard to the Agreement and associated Grant Activities, and TPL affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall be determined solely according to Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as those laws may be amended from time to time. Any intellectual property rights to any matter subject to this Agreement, and rights to enforce the same, shall be subject to the rights and obligations created by Florida's public record laws.

13. Entire Agreement. This Agreement sets forth the entire understanding of the parties concerning the Grant Activities and supersedes all prior or contemporaneous communications and negotiations, both oral and written relating to this Agreement. Neither party may assign, transfer or sublicense its rights under this Agreement nor any right granted herein. This Agreement may be modified, amended, or extended only by written agreement by both parties.

14. Multiple Originals/Electronic Signatures. Electronic signatures of or on behalf of either party to this Agreement shall be effective for all purposes, including delivery, as an original. This Agreement may be executed in multiple originals, which shall be deemed to be one document.

[Signatures on next page]

IN WITNESS WHEREON, the parties have executed this Agreement. The effective date (the "Effective Date") of this Agreement shall be the last date of execution by either of the parties to this Agreement..

TRUST FOR PUBLIC LAND	**GRANTEE**
By:_____	By:_____
Trust for Public Land	
Cary Simmons	
Director of Community Strategies	
23 Geary Street, Suite 1000	Date:_____
San Francisco, CA 94108	
Date:_____	

EXHIBIT A
GRANT ACTIVITIES
Grantee Convening

- TPL will schedule an in-person Grantee Convening. The location and date are to be determined.
- TPL will provide the City a travel grant to reimburse the City for hotel, airfare, and incidentals (Lyft/Uber, public transit fares, and snacks in addition to the meals provided by TPL at the conference) for each participant .
- Unspent travel funds can be used for other programming activities, but Grantee must not redirect any of their travel grant funds prior to Grantee Convening and final charges for flight, lodging, and incidentals have cleared.

Technical Assistance and Peer Learning

- Grantee commits to attending technical assistance check-ins with TPL, peer grantees and TPL's partners. The schedule and number of hours will be determined with each grantee based on project needs – typically up to 10 hours per grantee.

Communications and Marketing

- TPL will work with each grantee to produce a case study about their project. Case studies will include a project description, program successes and lessons learned. Grantees will be asked to participate in an interview with a writer and to provide feedback on the case study prior to publication. Grantees may also be asked to provide quotes from program participants. TPL will use case studies to contextualize the community engagement practices in the *Common Ground Framework* and inform future research.
- Grantee will provide 5-10 quality photographs of their project activities to TPL before their project close. Grantee authorizes, consents and allows TPL to use images, photographs and videos taken of project activities as well as of grantees' representatives at the grantee convening, now and in the future, for any purpose that supports TPL's mission, including, but not limited to materials used for educational, promotional, commercial, advertising or fundraising purposes. In addition, Grantee shall utilize the model releases provided by TPL to Grantee (such as model releases for photographs) and authorizations from third parties that permit TPL to publicize any information provided by Grantee. If grantees do not have capacity to produce high-quality photographs, TPL will support a professional photographer to document 1-2 events, at no cost to the grantee.
- Grantee will provide TPL with signed copies of the TPL Model Release form for all participants in photographs.
- Grantees will be available to participate in up to two (2) hours of presentation on TPL's national webinar series, Park Bench Chat.
- Grantees will recognize TPL in appropriate project communications with the following language: "On Common Ground, a project of the Trust for Public Land" and TPL's logo.

Project implementation

- Grantee commits to implementing their project as submitted to TPL in the application process. Any major deviations from the proposed project must be approved by TPL in writing.

Evaluation and Reporting

- At least one Grantee representative from each city will participate in evaluation activities including:
    - Learning & Evaluation professional development: TPL's Director of Learning and Evaluation will lead one to two (1-2) hours of evaluation training on conducting project evaluation
    - On Common Ground program evaluation: one to two (1-2) hours of availability to provide feedback and user data on experience participating in On Common Ground, including but not limited to focus groups, one-on-one interviews, and completing surveys.
- Grantee's project evaluation: two to four (2-4) hours of project evaluation, which may include collecting surveys, conducting interviews of community members, and gathering community stories and artifacts.
- Grantee's final report will be a 1 hour zoom call. Grantees will be asked to share program highlights and lessons learned. Additionally, the following program documents must be submitted prior to the final report:
    - At least 5-10 quality program photos with TPL model releases
    - Evaluation materials submitted
    - Case study interview completed

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-588

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.k

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Contract 20250012 for Sole Source - All Wheel Adaptive BMX Racetrack-Tradition Regional Park.

Submitted By: Alaina Knofla, Acting Procurement Manager, Procurement Management Department (PMD).

Strategic Plan Link: The City's Goal to enjoy culture, nature and fun activities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Alaina Knofla, Procurement Management Department (PMD).
2. Parties: City of Port St. Lucie and Action Sports Design, LLC.
3. Purpose: Parks and Recreation is seeking approval on a sole source distributor Action Sports Design, LLC for the construction of a USA BMX-sanctioned adaptive racetrack, pump track, and bicycle safety training facility at Tradition Regional Park. The project will be delivered using the Construction Manager-at-Risk (CMAR) method with a Guaranteed Maximum Price (GMP).
4. New/Renewal/Modified: New.
5. Duration: The term of the Contract shall be six (6) months from the date of Contract execution.
6. Benefits to Port St. Lucie: The construction of a USA BMX-sanctioned adaptive racetrack, pump track, and bicycle safety facility at Tradition Regional Park is a key initiative of the PSL Parks and Recreation 10-Year Master Plan and directly supports Strategic Plan Goal 6: Culture, Nature, and Fun Activities. Located within what will become the City's first regional park, this project contributes to establishing a one-of-a-kind destination that offers inclusive recreational opportunities for residents of all ages and abilities. It also strengthens the City's ongoing commitment to youth programming, active lifestyles, and bicycle safety education. Once complete, the facility will serve as a regional attraction, drawing participants and visitors from across Florida and beyond, and supporting Port St. Lucie's emerging role in the state's sports and recreation economy. In addition to the physical infrastructure, the completed facility enables a long-term partnership with USA BMX, the world's largest youth cycling organization. Through this relationship, the City will benefit from ongoing programming, access to sanctioned events, and national exposure that supports both sports tourism and economic development.
7. Cost to Port St. Lucie (Annual and Potential):). The selected GMP option utilizes City Direct Purchases, resulting in an anticipated cost savings of over $115,000.00. The total proposed GMP under this approach is $5,889,252.39 which includes a 7% contingency and the CMAR project management fee. All unused contingency funds will be returned to the City through a deductive change order at project close out.

Presentation Information: N/A.

Staff Recommendation: Move that the Council award Sole Source Contract #20250012, per Chapter 35.08(a)(24)(a)(1), for Construction Manager at Risk (CMAR) All-Wheel Adaptive BMX Racetrack for Tradition Regional Park.

Alternate Recommendations:

1. Move that the Council amend the recommendation and award Contract #20250012 with Action Sports Design, LLC.
2. Move that the Council not approve Contract #20250012 with Action Sports Design, LLC and provide staff with direction.

Background: On July 10, 2023, City Council approved Contract No. 20230085 with Action Sports Design, LLC (ASD) in the amount of $328,980 for full design services related to the BMX facility, which will be located within Tradition Regional Park, the City's first regional park. ASD has since completed the full design, which served as the basis for developing the proposed construction agreement.

In order to maintain sanctioning by USA BMX, the City's facility must be built to specific specifications. ASD is one of the only firms recognized by USA BMX as qualified to both design and construct such a facility. Since ASD already performed the design services, it is also uniquely qualified for this specific project, intimately knows the design, and can make adjustments more easily.

Maintaining sanctioning by USA BMX is vastly important to the City. Only facilities that are sanctioned by USA BMX can host official events through the organization. These events are deeply important to the City-not only because they bring in tourism, which has a wide-spread and far-reaching positive impact on local businesses and residents-but also because they give the community something to rally around.

Sanctioning opens the door to hosting national events, which generate a ton of revenue on their own. But the impact doesn't stop there. It also brings in riders and families from across Florida-Miami, Palm Beach County, and beyond-not just for the big races, but even for the weekly races. These regular events help create consistent traffic and activity, offering ongoing support for local hotels, restaurants, and small businesses.

BMX events help strengthen the City's identity by offering exciting opportunities for families, athletes, and spectators to connect. They put Port St. Lucie on the map for major sports tourism and give residents-especially young people-something to be proud of, something to be part of. That's why keeping USA BMX sanctioning in place isn't just a technical detail-it's a key piece of what makes all this possible and keeps the momentum going.

As evidence of its abilities, ASD has delivered more than 350 action sports parks globally - including Olympic-level BMX facilities - and is known for its expertise in precision grading, surfacing, and construction of integrated all-wheeled environments. Their experience allows them to deliver cohesive, high-performance tracks tailored to community needs and national standards.

As an additional measure of safeguard to the single source request, the City posted a limited-duration solicitation as part of a controlled procurement process tailored to specialty vendors. Under this process, ASD submitted a construction proposal based on the Construction Manager-at-Risk (CMAR) delivery method, with a Guaranteed Maximum Price (GMP) structure and an alternate GMP using City Direct Purchases to reduce

costs. The City is required to post the sole source to its electronic bidding system. The sole source was posted on the Electronic Bidding System on May 21, 2025, with no responses received.

The current award recommendation represents the next phase in executing the BMX component of the regional park and will enable construction to begin as early as July 2025, with a projected six-month duration, weather permitting.

Issues/Analysis: Staff has reviewed the proposal provided by Action Sports Design, LLC and finds it to be fair and reasonable.

Financial Information: Funds appropriated in 25PR025P-305CIP BMX-305 Constr: 305 Construction.

Special Consideration: N/A.

Location of Project: Tradition Regional Park.

Attachments:
1. Contract Signed.
2. Sole Source Justification.
3. Approved Sole Source Report Checklist.
4. Sole Source Justification Letter from Vendor.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25161-01.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT, is made by and between CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called, "Owner," and ACTION SPORTS DESIGN, LLC, 12400 W Hwy 71, Suite 350-348, Austin, TX 78738, a Foreign Limited Liability Company, hereinafter, "CMAR."

W I T N E SS E T H:

WHEREAS, the Owner desires to enter into a contract with a company to provide construction manager at risk services for the Tradition Regional Park – Adaptive Wheel Park Facility ("**PROJECT**"); and

WHEREAS, design services for the **PROJECT** are completed and there are no design services contemplated under this Agreement; and

WHEREAS, the CMAR has submitted single source justification documents and explanations, including that CMAR is one of the approved firms to provide design and construction services for BMX-sanctioned facilities; and

WHEREAS, the Owner and CMAR are desirous of entering into such a definitive agreement pursuant to which CMAR will provide construction management services, all as more fully set forth herein; and

WHEREAS, the parties agree that these recitals for part of and are incorporated into this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE 1.
EXTENT OF AGREEMENT; DEFINITIONS

Agreement. The CMAR accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The CMAR covenants with the Owner to furnish its skill and judgment as a Construction Manager and General Contractor with specific expertise in the planning and construction of the **PROJECT** and to cooperate with the Owner and the Owner's representatives in furthering the interests of the Owner. The CMAR agrees to furnish efficient business administration and superintendence and use its best efforts to complete the **PROJECT** in the best and most expeditious and economical manner, consistent with the interests of the Owner. The CMAR agrees to provide the services required by this Agreement to complete such services consistent with the Owner's direction, the approved program, and the terms of this Agreement, in accordance with a standard of care which is ordinarily exercised by other construction managers and general contractors in similar circumstances.

1.01 Extent of Agreement. This Agreement for Construction Management Services for the

PROJECT represents the entire agreement between the Owner and the CMAR and supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the Project Plans and Specifications and may be amended only by written instrument signed by both Owner and CMAR. This Agreement is intended to be consistent with the design services previously completed under City Contract #20230085.

1.02 Definitions. As used in this Agreement, the words and phrases described in Exhibit C attached hereto and incorporated herein, shall have the meanings as set forth in that Exhibit C.

1.03 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "herein- before," and "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

ARTICLE 2.
PURPOSE; PROPOSAL; SCHEDULE

2.01 Purpose. The purpose of this Agreement is to provide for the provision of Construction Management Services for the **PROJECT** by the CMAR, and construction of the **PROJECT** by the CMAR in accordance with the Project Plans and Specifications. The further purpose of this Agreement is to define and delineate the responsibilities and obligations of the parties to this Agreement and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of this Agreement.

2.02 CMAR Proposal. CMAR submitted a Proposal to Owner, dated May 20, 2025. It is the intent of the parties that the CMAR's Proposal for Construction Management Services be implemented pursuant to this Agreement, and, therefore, such Proposal is hereby merged into and is effectuated by this Agreement. Reference is hereby made to the Proposal, as well as any supplementary representations and statements furnished by CMAR to the Owner during the CMAR selection process. The parties acknowledge that the representations and statements or information contained therein have been relied upon by the Owner and have resulted in the selection of CMAR as the construction manager for this **PROJECT**. However, Owner acknowledges that the terms and conditions for the performance of the CMAR and for the provision of its services are solely as contained within the Contract Documents. The Contract Documents shall include the following documents, listed in order of precedence:

(1) Amendments or Change Orders

(2) This Agreement

(3) Exhibits A, B, C, & D

(4) CMAR's Proposal

2.01 Project Schedule. The development and equipping of the **PROJECT** shall be undertaken and completed in accordance with the Project Schedule contained in Exhibit A. The Project Schedule may be amended, revised and supplemented, and may thereafter be revised from time to time by mutual agreement by the parties in a Contract Amendment

ARTICLE 3.
COMPENSATION

3.01 Guaranteed Maximum Price ("GMP"). The parties have agreed on a GMP of $5,889,252.39, as more fully described in Exhibit B- Project Costs and Compensation.

3.02 CMAR's Compensation. Shall be as indicated in Exhibit B – Project Costs and Compensation.

3.03 The Project; Changes in the Project; Additional Fee. If the GMP is increased by Owner, the CMAR shall be entitled to receive an additional fee **to be negotiated and established by the Parties, in writing, at the time of such increase to the GMP.** Provided, however, CMAR shall not be entitled to receive any portion of such additional compensation to the extent that the delay in performance results from acts of commission, omission, negligence, or fault of the CMAR, its agents or employees. Payment of CMAR's additional fee shall be made in equal monthly installments calculated by dividing the additional fee by the months remaining in the Project Schedule.

3.04 Project Costs and Compensation. All Project Costs and Compensation shall be as indicated in Exhibit B.

(a) The Owner reserves the right to execute Direct Material Purchase(s) for any and all materials provided to the **PROJECT**. This is contemplated/included in Exhibit B – Project Costs and Compensation.

3.04.1 Direct Material Purchases. The CMAR shall review the design for the purpose of identifying major equipment and/or material purchases that may be advantageous for the Owner to purchase directly from suppliers as a cost saving measure. Once items have been identified and quantified by the CMAR, and approved by the Owner for direct purchase, the Owner will issue purchase orders and process payment for invoices approved by the CMAR.

The CMAR shall prepare and be responsible for all quantities, descriptions, specifications, guarantees, payment schedules, etc., and all other required information to be included in the Owner issued purchase order.

3.05 Items and Expenses Included in CMAR's Compensation. Exhibit B includes full payment for services set forth in this Agreement, including but not limited to, salaries or other compensation of CMAR's officers, partners and/or employees; general operating expenses incurred by CMAR and relating to this **PROJECT**, including the cost of management, supervision and data processing staff, job office equipment and supplies, and

other similar items necessary for CMAR to perform its services hereunder.

3.06 Contingency. The Exhibit B GMP includes an agreed-upon seven percent (7%) Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The CMAR will be required to furnish documentation evidencing proposed expenditures to this Contingency prior to written authorization for the release of funds by the Owner. Actual and contemplated expenditures from the Contingency shall be delivered to Owner by the CMAR in its monthly reporting.

3.06.1 Contingency Remaining. Upon completion of the **PROJECT**, any funds remaining in the Contingency shall, at one hundred percent (100%), be returned to the Owner and deducted through a change order.

ARTICLE 4.
CONSTRUCTION MANAGER'S RESPONSIBILITIES AND SERVICES

(1) Narrative Reporting. The CMAR shall prepare written reports as described hereunder. All such reports shall be in 8 1/2" x 11" or other convenient format. Copies shall be maintained at the Project Site and transmitted to the Owner. A bound copy of the complete narrative report shall be submitted to the Owner at the conclusion of the **PROJECT**. The narrative reporting subsystem shall include the following reports:

(a) A Bi-Weekly executive summary which provides an overview of current and outstanding issues and pending decisions, primary party responsible for the decision, future developments and expected achievements, and any problems or delays, including code violations found by the Permitting Authority.

(b) A monthly cost narrative describing the current cost estimate and status of the **PROJECT**.

(c) A Bi-Weekly scheduling narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and the analysis as necessary to compare planned performance with actual performance.

(d) A monthly accounting narrative describing the current actual cost and payment status of the **PROJECT** with supporting documents. This report shall relate current encumbrances and expenditures to the budget allocations.

Given the short duration of the **PROJECT** (approximately four months, weather permitting), the Owner reserves the right to adjust the frequency and format of required narrative reporting to reflect the **PROJECT's** scale. At minimum, the CMAR shall provide a monthly executive summary and construction progress report, with cost and schedule updates as warranted. Daily construction diaries may be summarized weekly unless otherwise requested by the City during key construction activities.

(e) The CMAR shall jointly develop with the Owner a detailed plan,

inclusive of punch lists, final inspections, maintenance training and turn over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The occupancy schedule shall be produced and updated monthly from its inception through final Owner occupancy. All punch list items shall be completed before the Owner accepts turnover. retainage shall not be paid to CMAR until the Owner signs off that all punch list items have been completed to Owner's satisfaction.

(2) Job Site Facilities. The CMAR shall arrange for all job site facilities required and necessary to enable the CMAR to perform its duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

(3) Weather Protection. The CMAR shall ascertain what temporary enclosures of building areas, if any, should be provided for and may be provided in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The CMAR shall also be responsible for providing weather protection for work in progress and for materials stored on site.

4.02 Performance Bond and Labor and Material Payment Bond. Prior to the start of construction, the CMAR shall obtain for the benefit of and directed to the Owner, a labor and material payment and performance bond, satisfying the requirements of section 255.05, Florida Statutes, covering the faithful performance by the CMAR of its obligations under this Agreement, including but not limited to, the construction of the **PROJECT** on the Project Site, and the payment of all obligations arising thereunder, including all payments to subcontractors, laborers and materialmen (the "Payment and Performance Bond"). The surety selected by the CMAR to provide the Payment and Performance Bond shall be rated as "A or better" as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. and/or shall be approved by the Owner prior the issuance of such Bond, which approval shall not be unreasonably withheld.

Attorneys-in-fact who sign Bonds for Owner projects must file with such Bond a certified copy of their Power of Attorney to sign such Bond. All agents of Surety companies must list their name, address, and telephone number on all Bonds. The life of all Bonds provided to the Owner shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Agreement, extensions of time and/or forbearance on the part of the Owner. The Owner shall not return or release the Bonds for a period of twelve (12) months after the date of final payment to allow time for claims against the Bonds during this period.

4.03 Construction Phase; Building Permit; Code Inspection.

(1) Permits. The Owner shall pay for all permits, however, the amount of any permits shall be taken from the Contingency via Change Order. The CMAR will be responsible for submitting all compliance and permitting documentation for review and approval with the appropriate City departments, as required by applicable City standards and procedures. The CMAR should anticipate any compliance or permitting related fees as part of the proposed GMP.

(2) Code Inspections. All projects require detailed code compliance inspection during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical,

electrical, plumbing, and general building. The CMAR shall notify the appropriate inspector(s) no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. All inspection shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of work found defective and subsequently repaired shall not be included as project costs and shall be borne by the CMAR or as provided in the contract between CMAR and subcontractor. CMAR shall also coordinate with Owner's staff to schedule a Risk assessment at least two weeks prior to the facility's projected opening.

(3) CMAR's Staff. The CMAR shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the CMAR to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the CMAR shall provide no less than those personnel during construction. The CMAR shall not change any of those persons unless mutually agreed to by the Owner and CMAR. In such case, the Owner shall have the right to approval of the qualifications of the replacement personnel. The Owner shall have the right to request to replace the staff at the Project Site at any time during the construction.

(4) Lines of Authority. The CMAR shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of the Permitting Authority and the subcontractors to provide general direction of the work and progress of the various phases and subcontractors. The Owner may, but is not obligated to, attend meetings between the CMAR and his subcontractors.

(5) Quality Control. The CMAR shall develop and maintain a program acceptable to the Owner to assure quality control of the construction. The CMAR shall be responsible for and supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Project Plans and Specifications and the CMAR shall continue to coordinate the work of each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work.

(6) Subcontractor. The CMAR shall solely supervise the subcontractors. The CMAR shall negotiate all change orders and field orders with all affected subcontractors and shall review the costs and advise the Owner of their validity and reasonableness, acting in the Owner's best interest. Before any work is begun on any change order which is to be funded through Contingency, approval for use of Contingency funds must be secured from Owner and a written authorization from the Owner must be issued. However, when there is an imminent threat to health and safety, and Owner's concurrence is impractical, the CMAR shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken.

The CMAR shall maintain a suspense control system to promote expeditious handling. The CMAR shall request the AE to make interpretations of the drawings or specifications requested of him by the subcontractors and shall maintain a business system to promote timely response. The CMAR shall inform the AE which shop drawings or requests for clarification have the greatest urgency and need to be responded to first. The purpose shall be to enable the AE to prioritize requests coming from the CMAR. The AE shall timely

respond. The CMAR shall advise the Owner and AE when timely response is not occurring on any of the above.

(7) Job Site Requirements.

(a) The CMAR shall provide each of the following activities as a part of its services hereunder:

(i) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

(ii) Maintain a roster of companies on the **PROJECT** with names and telephone numbers of key personnel.

(iii) Establish and enforce job rules governing parking, clean-up, use of facilities and work discipline.

(iv) Provide labor relationships management and equal opportunity employment for a harmonious productive **PROJECT**.

(v) Provide and administer a safety program for the **PROJECT** to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with best acceptable practice.

(vi) Provide quality control program.

(vii) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces.

(viii) Provide for travel to and from its home office to the Project Site and to those other places within St. Lucie County as required by the **PROJECT**.

(b) The CMAR shall provide personnel and equipment or shall arrange for separate subcontractors to provide each of the following:

(i) Distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

(8) Job Site Administration. The CMAR shall provide as part of its services, job site administrative functions during construction to assure proper documentation, including but not limited to the following:

(a) Job Meetings. Hold progress and coordination meetings to provide for a timely completed **PROJECT**. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing(s), labor allocation, etc. Review and implement revisions to the Project Schedule. Monitor and promote safety requirements. The CMAR shall use the job site meetings as a

tool for (i) preplanning of work and enforcing schedules and for establishing procedures, responsibilities and identification of authority for all to clearly understand; (ii) identify party or parties responsible for follow up on any problems, delay items or questions, and (iii) record course for solution. The CMAR shall visit each pending item at each subsequent meeting until resolution is achieved and shall require all present to make known any problems or delaying event known to those present for appropriate attention and resolution.

(b) Material and Equipment Expediting. Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors and maintain a material and equipment expediting log.

(c) Payments to Subcontractors. Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

(d) Subcontractors Progress. Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

(e) Substantial Completion. The CMAR and Owner will conduct a pre-substantial completion inspection. The CMAR will prepare the pre-substantial completion punch list from which the CMAR will develop a completion schedule. The CMAR shall ascertain when the work or designated portions thereof are ready for Owner substantial completion inspection. The CMAR shall provide a complete list of incomplete or unsatisfactory items (preliminary punch list) to the Owner prior to this inspection. The Owner shall add to this list additional incomplete or unsatisfactory item(s). The CMAR shall prepare a punch list of items to be completed and a schedule for their completion including completion dates for review and approval by the Owner ("Punch List Completion Date").

(f) Final Completion. Monitor the subcontractors' performance on the completion of the **PROJECT** and provide notice to the Owner that the work is completed and ready for final inspection. Secure and transmit three (3) copies to the Owner of all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books, including a final completion form.

(g) Startup. With the Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start up and testing by the subcontractors.

(h) Record Drawings. The CMAR shall monitor the progress of its own forces or its subcontractors on marked up field prints so as to provide completed record drawings to be turned overfor preparation of As-builts as required herein.

(i) Administrative Records. The CMAR will provide the City with access to the following through a media chosen by the City:

Contracts or Purchase Orders

Shop Drawings submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Amendment
Warranties and Guarantees
Cost Proposal Request Payment
Request Records Meeting
Minutes
Cost Estimates Bulletin
Quotations Lab Test
Reports
Insurance Certificates and Bonds Contract
Changes
Purchase Orders
Material Purchase Delivery Logs Technical
Standards
Design Handbooks
Record Drawing Marked Print Operating
and Maintenance Instruction Daily
Progress Reports
Transmittal Records Inspection
Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and updates
Suspense (Tickler) Files of Outstanding Requirements
Documentation of Good Faith Effort
Correspondence Files
Records Relating to Payment of Subcontractors

The **PROJECT** records shall be available at all reasonable times to the Owner for reference, review, or reproduction.

(9) Shop Drawings and Samples. After checking and verifying all field measurements, the CMAR will submit to the Owner for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies of all Shop Drawings, which shall have been checked by and stamped with the approval of the CMAR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and similar information.

The CMAR will also submit to the Owner for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CMAR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

(a) At the time of each submission, the CMAR will in writing call the Owner's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

The Owner will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the **PROJECT** and for compliance with the information given in the Contract

Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CMAR will make any corrections required by the Owner and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. All cost incurred for the resubmitted shop drawing shall be the CMAR responsibility. The CMAR's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Owner that the CMAR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the Owner. Any related work performed prior to review and approval by the Owner of the pertinent submission will be sole expense and responsibility of the CMAR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CMAR at the site and shall be available to the Owner.

The Owner's approval of Shop Drawings or samples shall not relieve the CMAR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CMAR has in writing called the Owner's attention to such deviation at the time of submission and the Owner has given written approval to the specific deviation; or shall any approval by the Owner relieve the CMAR from responsibility for errors or omissions in the Shop Drawings.

4.04 Project Schedule; Substantial Completion; Occupancy.

(1) Completion of Construction. The date of Substantial Completion of the **PROJECT** or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Project Plans and Specifications so the Owner can lawfully occupy or utilize the **PROJECT** for the use for which it is intended. The CMAR warranty shall commence on the Project Final Completion Date.

(2) Owner Occupancy. The CMAR shall provide services which will provide a successful and timely Owner occupancy of the **PROJECT**. The CMAR shall provide consultation and **PROJECT** management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the subcontractors, "on line" in such conditions as will satisfy Owner operations requirements. The CMAR shall catalog operational and maintenance requirements of the equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The CMAR shall provide operations training, in equipment use, for building operators.

(3) Record Drawings. The CMAR shall continuously review Record Drawings and mark up progress prints. Upon receipt by CMAR of its final payment due hereunder, the CMAR shall provide to the Owner an original of marked-up, Record Project Plans and Specifications showing the location and dimensions of the **PROJECT** as constructed, which documents shall be certified as being correct by the CMAR.

4.05 CMAR's Warranty. The CMAR warrants that all labor and materials will conform to the Project Plans and Specifications. The CMAR further warrants that all materials and

equipment will be new, of good quality, and free from any defects. With respect to the same work, the CMAR further agrees to correct or replace as necessary all work found by the Owner to be defective in material and workmanship or not in conformance with the Project Plans and Specifications for a period of one year from the Project Final Completion Date. CMAR shall use its best efforts and due diligence to ensure that, during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the contract documents perform all required warranty work in a timely manner and at the sole cost and expense of such warranty providers. The direct cost of any warranty work shall be paid by CMAR. The CMAR shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by the contract documents. Also, the CMAR shall conduct, jointly with the Owner, a warranty inspection eleven (11) months after the Project Final Completion Date.

4.06 Lien Free Construction. All construction services provided by CMAR or any of the subcontractors in construction of the **PROJECT** on the Project Site shall be accomplished in a manner that will result in no liens, claims, or encumbrances being imposed against the **PROJECT**. Subject to the laws of the State of Florida and of the United States, neither CMAR 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 Agreement against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

4.07 Liquidated Damages. If all work under this Agreement is not completed by the LD Beginning Date, including any extensions of time for excusable delays as herein provided, the CMAR shall provide to the City one thousand dollars ($1,000.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the potential intangible damages that would occur because of late completion. CMAR hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's intangible damages at the time of contracting. The CMAR and its sureties shall be jointly and severally liable to the Owner for the total amount of damages under this section. This shall be the Owner's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

ARTICLE 5.
OWNER'S RESPONSIBILITY

5.01 Project Site; Title. The Owner hereby represents to the CMAR that it currently has and will maintain up through and including the Project Substantial Completion Date, good title to all the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

5.02 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content, and with such specificity as may be required by the CMAR to perform their services. To the extent deemed necessary by the Owner, and solely at the Owner's expense,

the Owner may engage the services of a Geotechnical Consultant to perform test borings and other underground soils testing as may be deemed necessary by the CMAR. CMAR shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided to CMAR. Owner shall provide CMAR as soon as reasonably possible following the execution of this Agreement all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements and legal descriptions then in its possession or control.

5.03 Information; Communication; Coordination. The Owner hereby designates the City Manager or the City Manager's designee as Project Coordinator, as listed below, to act on the Owner's behalf with respect to the **PROJECT**. The Project Coordinator shall examine all documents or requests for information submitted by the CMAR and shall advise CMAR of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the CMAR's services. The CMAR shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, CMAR's Compensation, documentation relating to use of Contingency, and/or approving or changing the GMP, shall only be effective when approved in writing by the Owner. Owner reserves the right to designate a different Project Coordinator provided CMAR is notified in writing of any such change. Owner may communicate with subcontractors, materialmen, laborers or suppliers engaged to perform services on the **PROJECT**. The Owner shall not attempt to direct the work of or otherwise interfere with any subcontractor, materialmen, laborer, or supplier or otherwise interfere with the work of the CMAR.

5.04 Construction Inspections and Coordination. Owner and CMAR agree to cooperate and coordinate with each other and all Permitting Authorities, including specifically the City of Port St. Lucie Building Department.

5.05 Acknowledgment. The CMAR recognizes and acknowledges that Owner is a governmental body with certain procedural requirements to be satisfied. CMAR has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency. Specific directions and approval made by the Owner shall be in writing authorized at its regular or special City Council meetings, or as otherwise consistent with authorities granted to the Project Coordinator.

ARTICLE 6.
SUBCONTRACTOR SELECTION AND PAYMENT PROCESS

6.01 Definition. A subcontractor is a person or organization who has a direct contract with the CMAR to perform any work at the Project Site. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in this Agreement or in any contract document does or shall create any contractual relationship between the Owner and any subcontractor. Specifically, the CMAR is not acting as an agent of the Owner with respect to any subcontractor.

6.02 Subcontracts. The CMAR shall provide a copy of all proposed subcontracts, including general supplementary conditions to the Owner. The parties acknowledge the subcontractors listed in the single source justification documents provided by CMAR,

contained in Exhibit D, are intended subcontractors for the **PROJECT**. If there are any material changes to the representations made by CMAR in the single source justification documents and/or any additional subcontractors needed, CMAR agrees to cooperate with Owner in any procurement methodology and process which is required by law, and also cooperate with Owner in any such methodology or process desired by Owner (and not otherwise legally required) provided that such cooperation does not result in any extension of the Project Substantial Completion Date established by the Project Schedule. In all events, CMAR shall ensure that it uses only subcontractors that meet the requirements for the City to qualify as a USA BMX sanctioned facility.

6.03 Application for Progress Payments.

(1) Once per month, by the tenth (10th) day of each month, the CMAR will submit to the Owner for review an invoice filled out and signed by the CMAR covering the actual Work completed as of the date of the Application and supported by such data. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to and authorized in writing, the application for Payment shall also be accompanied by such supporting data, satisfactory to the Owner, as well establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to a five percent (5%) retainage percentage. Such retainage shall be paid and will be issued in the final payment after acceptance by the Owner of the Work.

The Estimate and Requisition for Payment form shall list individually, each instrument of change to the GMP or Contingency, its approved value, the amount previously requisitioned, the amount sought in the current requisition, the total value of completed work and, if requested by the Owner, the Estimate and Requisition for Payment form shall, for each instrument of change to the GMP or Contingency, be further detailed to provide a breakdown, by trade, of the values and requisition amounts for each trade, for each change instrument.

(2) Approval of Payments. The Owner will, within five (5) calendar days after receipt of each Application for Payment, either indicate their approval of payment and within fifteen (15) calendar days pay the CMAR ninety five percent (95%) of the portion of the GMP properly allocated to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the GMP properly allocated to materials and equipment suitably stored at the site or at some other location, or return the application to the CMAR indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the application to the Owner.
The Owner may reject an Application for Payment for any lawful reason, including, but not limited to:

1) The Work is defective.
2) A portion of such payment is the subject of a dispute or claim that has been filed.
3) The amount has been reduced because of Modifications.
4) The Owner has been required to correct defective Work or complete the Work in accordance with the guarantee and warranty.
5) Of unsatisfactory prosecution of the Work, including failure to clean up.

(3) The CMAR shall pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the CMAR on account of such subcontractor's work, the amount to which the subcontractor is entitled in accordance with the terms of the CMAR's contract with such subcontractor. The CMAR shall, by appropriate agreement with each subcontract, require each subcontractor to make payments to subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to subcontractors for any reason, as solely determined by CMAR, the CMAR shall promptly restore such monies to the Owner, adjusting pay requests and Project bookkeeping as required.

Commencing with second application of the Estimate and Requisition for Payment form, the Owner may require, as a condition of payment, the submission of releases of lien from any or all subcontractors. Where the Owner so requires, the releases furnished shall be original copies, properly executed and notarized, in a form acceptable to the Owner.

(4) The CMAR warrants that upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the CMAR, whichever occurs first; (a) work, materials and equipment covered by previous partial payment requests are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (b) no work, materials or equipment covered by a partial payment request will have been acquired by the CMAR, or any other person performing work at the site or furnishing materials or equipment for the **PROJECT** is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CMAR or other such person.

6.04 Application for Final Payment.

(1) Final Inspection. Upon written notice from the CMAR that the **PROJECT** is complete, the Owner will make a final inspection with the CMAR and will notify the CMAR in writing of any particulars which this inspection reveals that the Work is defective. The CMAR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

(2) Final Inspection for Payment. After the CMAR has completed any such corrections to the satisfaction of the Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CMAR and all subcontractor(s) which performed services for the CMAR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

(3) Approval of Final Payment. The Owner will, within fifteen (15) calendar days after receipt of an application for final payment, either indicate its approval of the Estimate and Requisition Application for Payment and within fifteen (15) calendar days pay the CMAR the amount approved by the Owner and issue a Certificate of Final Completion, or return the application indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the application to the Owner.

If, after Substantial Completion of the Work, final completion is materially delayed through no fault of the CMAR, the Owner shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted, shall be submitted by the CMAR to the Owner, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

If liquidated damages are to be deducted from the final payment, the Owner shall so notify the CMAR in writing at least ten (10) calendar days prior to the Owner's submittal to Finance.

(4) Final Accounting Costs. Final accounting of costs of the work shall be provided by the CMAR in the form of a detailed cost report showing vendor, invoice number, and date of invoice for all costs, all sorted by trade division cost code as is maintained by the CMAR in its accounting system. Upon receipt of the detailed cost report final accounting, the Owner may have access to all accounting records at the CMAR's place of business for review and reporting purposes by the Owner's designated accountant, whether external or internal.

ARTICLE 7
CHANGES IN THE PROJECT

7.01 Amending and Supplementing Contract Documents. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

(a) a formal Written Amendment,

(b) a Change Order, or

(c) a Field Directive Change.

However, any change to the GMP or Contract Time may only be changed by the Change Order or a Written Amendment.

7.02 Changes in Work. Without invalidating the Agreement, the Owner may unilaterally and at any time or from time-to-time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive Change, the CMAR will proceed with the Work involved.

All such Work shall be executed under the applicable conditions of the Contract Documents.

If any Change Order or Field Directive Change causes an increase or decrease in the GMP or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the CMAR without written authorization of a change in the form approved in this section will not entitle him to an increase in the GMP or any extension of the Contract Time, except in the case of an emergency.

It is the CMAR's responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the GMP and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's acceptance must be submitted to the Owner, by the CMAR, within ten (10) calendar days of the initiation of the change.

7.03 Change of GMP. The GMP constitutes the total compensation payable to the CMAR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the CMAR shall be at his expense without change in the GMP.

The GMP may only be changed by a Change Order or Contract Amendment. Any claim for an increase or decrease in the GMP shall be in writing and delivered to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CMAR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the GMP will be valid if not submitted in accordance with this paragraph. No claim by the CMAR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the GMP shall be determined in one of the following ways:

(a) Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

(b) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

(c) By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

In such cases the CMAR will submit in the form prescribed by the Owner an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CMAR to the Owner for any such change which results in a net decrease in cost will be the amount

of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase or decrease, if any.

Regardless of how the value of Work covered by a Change Order or any other claim for an increase or decrease in the GMP is determined, in no case shall the total amount of overhead and profit, including all tiers of subcontractors, exceed 15% of the cost of the Work, unless otherwise approved by the Owner.

7.04 Change of Contract Time. The Contract Time may only be changed by a Change Order or Contract Amendment. Any claim for an extension in the Contract Time shall be in writing and delivered to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the Owner allows an additional period of time to ascertain in more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the adjustment claim is the entire adjustment to which the CMAR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CMAR under this provision shall be allowed unless the CMAR has given the notice, analysis, and documentation required in this paragraph. All claims for adjustment in the Contract Time resulting from any such claim shall be incorporated in a Change Order or Contract Amendment.

The Owner shall not be responsible for any delay in the completion of the **PROJECT** where the delay is beyond the control or without fault or negligence on behalf of the Owner. The Owner shall not be held accountable for extra compensation or an extension of time due to default by the CMAR, subcontractors, or suppliers in the furnishing of labor or materials for the **PROJECT**, or having to replace defective materials.

The CMAR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an Act of God, or any act or omission on the part of the Owner, provided the CMAR gives notice to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CMAR's sole remedy for such delays or hindrance shall be an extension of Contract Time.

No extension of Contract Time or increases in the GMP shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes), (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the Owner in its sole discretion, (4) for any delay which is caused by the CMAR having to replace defective material, or (5) delays attributable to the lack of performance by subcontractors regardless of the reasons.

ARTICLE 9
INSURANCE

The CMAR 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 Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by the CMAR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CMAR under the Agreement.

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

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

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

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the Owner. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross

liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Employers' Liability, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250012 – Tradition Regional Park – Adaptive Wheel Park Facility."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the Owner prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the Owner is amended during the term of this Agreement to exceed the above limits, the CMAR shall be required, upon thirty (30) days written notice by the Owner, to provide coverage at least equal to the amended statutory limit of liability of the Owner. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

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

5. Professional Liability Insurance: CMAR shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Owner reserves the right, but is not obligated, to review and request a copy of CMAR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CMAR warrants that the retroactive date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, CMAR shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

6. Waiver of Subrogation: By entering into this Agreement, the CMAR agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the CMAR 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.

7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the CMAR for any and all claims under this Agreement. Where an SIR or deductible exceeds $5,000, the Owner reserves the right, but is not obligated, to review and request a copy of the CMAR's most recent annual report or audited financial statement.

   It shall be the responsibility of the CMAR to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the CMAR to obtain Certificates of Insurance from all independent contractors and subcontractors listing the Owner as an Additional Insured without the language, "when required by written contract." If the CMAR, any independent contractors, and/or any subcontractors maintain higher limits than the minimums listed above, the Owner requires and shall be entitled to coverage for the higher limits maintained by the CMAR/independent contractor/subcontractor.

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

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

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

ARTICLE 10.
FORCE MAJEURE, FIRE, OR OTHER CASUALTY

10.01 Force Majeure.

(1) Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, Acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance

required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such substantial completion.

(2) The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CMAR, or to the CMAR, if with respect to the Owner, specifying its actual or anticipated duration, and at least every-other-day thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

10.02 Casualty; Actions by Owner and CMAR. During the Contract Period, if the **PROJECT**, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CMAR shall promptly make proof of loss and Owner and CMAR shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The CMAR shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CMAR, necessary for reconstruction of the **PROJECT** substantially in accordance with the Project Plans and Specifications. Within fifteen (15) calendar days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the CMAR covenants and agrees to diligently commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the **PROJECT** to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

(1) receipt by the Owner of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the GMP and any additions to the GMP necessitated for repair or reconstruction are available;

(2) written agreement executed by the CMAR and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the GMP necessitated thereby; and

(3) final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required Building Permit.

10.03 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the **PROJECT**, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CMAR as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the **PROJECT**.

10.04 Notice of Loss or Damage. The CMAR shall promptly give the Owner written notice

of any significant damage or destruction to the **PROJECT**, defined as loss or damage which it is contemplated by CMAR will increase the GMP or extend the date of substantial completion, stating the date on which such damage or destruction occurred, the then expectations of CMAR as to the effect of such damage or destruction on the use of the **PROJECT**, and the then proposed schedule, if any, for repair or reconstruction of the **PROJECT**. Loss or damage which the CMAR determines will not affect the GMP or date of substantial completion will be reported to Owner immediately and associated corrective actions will be undertaken without delay.

ARTICLE 11
INDEMNIFICATION

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

The CMAR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CMAR agrees to repair, restore, or rebuild any damages it causes to any property of the Owner. The CMAR shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation, or order. The CMAR shall give to the proper authorities all required notices relating to the work and obtain all official permits and licenses. It shall repair any damage that may have occurred to any adjoining building, structure, utility, or private property in the course of the work.

11.02 Consequential Damages. The CMAR and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement with the limited exception of liquidated damages as provided in Section 4.07 of this Agreement. This mutual waiver includes:

(1) Damages incurred by the Owner for rental expenses, for losses of use, income,

profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(2) Damages incurred by the CMAR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

11.03 Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the Owner's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

ARTICLE 12.
DEFAULT; TERMINATION

12.01 Termination by Owner Without Cause. The Owner reserves the exclusive right to terminate this Agreement without cause as provided herein. In the event that Owner exercises this right of termination, Owner shall provide thirty (30) days written notice to CMAR of termination and the termination shall become effective upon the date specified in the written notice. The following shall apply to each particular circumstance:

(1) Termination Based Upon Abandonment, Casualty or Force Majeure. If (i) Owner abandons the **PROJECT** (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the **PROJECT**, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the **PROJECT**, and no recommencement of same within twelve (12) months following the date of termination), or (ii) the **PROJECT** is stopped for a period of sixty (60) consecutive calendar days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one-hundred and twenty (120) calendar days (excluding the time required to assess the damage and complete the steps contemplated), the Owner shall have the right to terminate this Agreement and pay the CMAR its compensation earned or accrued to date and all direct costs actually expended prior to City's notice of termination under this paragraph. CMAR shall immediately cease purchasing or accruing payment upon such notice of termination, unless necessary for the protection of the work already performed or safety and welfare of the public.

(2) Owner's Termination for Owner Convenience. Notwithstanding anything contained herein to the contrary, Owner may, without cause, terminate this Agreement at any time upon delivery of written notice to the CMAR. In the event Owner delivers such notice to the CMAR, CMAR agrees to withdraw its employees and its equipment, if any, from the work site on the effective date of the termination as specified in said notice (which effective date shall not be less than two (2) business days after the date of delivery of the notice), regardless of any claim the CMAR may or may not have against the Owner. In the event of such termination, CMAR shall be entitled to any unpaid Cost of the **PROJECT** incurred to the effective date of such termination, and to no compensation other than the fees owed or accrued through the date of termination and all direct costs actually expended prior to City's notice of termination under this paragraph. CMAR shall immediately cease purchasing or accruing payment upon such notice of termination, unless necessary for the protection of the work already performed or safety and welfare of the public.

12.02 Owner's Right to Perform CMAR's Obligations and Termination by Owner for Cause.

(1) If the CMAR fails to timely perform any of his obligations under this Agreement, including any obligation the CMAR assumes to perform work with its own forces, the Owner may, after seven (7) calendar days' written notice, during which period the CMAR fails to perform such obligation, make good such deficiencies and perform such actions. The GMP, or the actual cost of the **PROJECT**, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the CMAR's compensation shall be reduced by an amount required to manage the deficiencies, provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from CMAR as a result of its breach.

(2) If the CMAR is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls thirty (30) calendar days or more behind schedule), or if it fails to make prompt payment to subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of a provision of the Agreement, then the Owner may, without prejudice to any other right or remedy, and after giving the CMAR and its surety, if any, fourteen (14) calendar days' written notice, and during which period the CMAR fails to cure the violation, terminate the employment of the CMAR and take possession of the Project Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CMAR, and may finish the **PROJECT** by whatever method the Owner may deem expedient. In such case, the CMAR shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of CMAR to perform as provided in this Agreement, as well as reasonable termination expenses and costs and damages incurred by the Owner may be deducted from any payments left owing the CMAR.

12.03 Obligations, Rights and Remedies Cumulative. The specific rights and remedies the Owner is entitled are not exclusive and are intended to be in addition to any other remedies or means of redress to which the Owner may lawfully be entitled and are not specifically prohibited by this Agreement.

12.04 Non-Action on Failure to Observe Provisions of This Agreement. The failure of the Owner or the CMAR, respectfully, to promptly insist upon strict performance of any terms, covenant, condition, or provision of this Agreement or any Exhibit shall not be deemed a waiver of any right or remedy that the Owner or the CMAR, respectively, may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

12.05 Litigation. All claims, disputes, or other matters in question between the Owner and the CMAR, arising under the terms of this Agreement and performance hereunder shall be decided by a court of competent jurisdiction, and shall not be the subject of arbitration. The parties agree that with respect to any Agreements executed by and between themselves relating to the **PROJECT** and any other persons or entities performing work on the

PROJECT, that such agreements will contain a provision such that any disputes shall be resolved in a court of competent jurisdiction, it being the intention of all parties that any dispute be resolved in one consistent forum.

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

12.06 Attorney's Fees. In any litigation between the parties hereto arising out of this Agreement, both parties waive the right to seek attorney's fees from the other party. Even if a party is entitled to attorney's fees under a law, rule, statute, or otherwise, both parties expressly waive any such right.

ARTICLE 13.
MISCELLANEOUS

13.01 Harmony. CMAR is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by it and its subcontractors for work on the **PROJECT** shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the **PROJECT**. CMAR further agrees that this provision will be included in all subcontracts of the subcontractors as well as the CMAR's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge on account of membership or non-membership in any labor union or labor organization, or the right of any person to work of the Florida Constitution. Owner's liability for obligations, commitments, and unsettled contract claims in the event of termination of this Agreement, shall be limited in accordance with an agreed to subcontract termination clause approved by Owner.

13.02 Ownership of Products and Documents. All documents, reports, analysis maps, blueprints, drawings and other papers and products prepared or received by CMAR in connection with this Agreement ("CMAR's work"), upon payment by Owner of fees accrued and owing at the time of CMAR's work shall be the property of Owner and Owner shall have the right to use CMAR's work subsequently without restriction or limitation.

13.03 Successors and Assignment. No transfer or assignment of the rights and/or obligations of Owner under this Agreement shall be effective without the written consent of the CMAR. No transfer or assignment of the rights and/or obligations of the CMAR under this Agreement shall be effective without the written consent of the Owner. The terms herein contained shall bind and inure to the benefit of the Owner, its successors and assigns, and the CMAR, its successors and assigns, except as may be otherwise specifically provided herein.

13.04 Notices. All notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date received by the person listed below or the Authorized Representative, or, if notice is by mail, on the date mailed to the address below or, if by hand delivery, on the date delivered to the address below:

To the CMAR: Action Sports Design, LLC

Mike McIntyre, President
124000 W. Hwy 71, Suite 350-348
Austin, TX 78738
C: 512-221-8036
Email: mike@actionsportsdesign.com

City Contract Administrator:

Alaina Knofla
Acting Procurement Manager
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7612 / FAX 772-871-7337
E-mail: aknofla@cityofpsl.com

City Project Coordinator:

Zakariya Sherman, Executive Project Manager
Parks & Recreation Department
2195 SE Airoso Blvd.
Port St. Lucie, Florida 34984
O:772-871-5083/C:772-206-1610
E-mail: zsherman@cityofpsl.com

The addresses to which notice is to be sent may be changed from time to time by a written notice delivered to each party to this Agreement. Until notice of change of address is received, a party may rely upon the last address given.

13.05 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such reminder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

13.06 Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. This Agreement has been negotiated by the Owner and the CMAR, and this Agreement, including the Exhibits, shall not be deemed to have been prepared by either the Owner or the CMAR, and each of them shall be deemed to have participated equally in the preparation hereof.

13.07 Submission to Jurisdiction.

(1) Each party to this Agreement hereby submits to the Jurisdiction of the courts of the State of Florida with venue in St. Lucie County, Florida, for the purposes of any suit, action, or other proceeding arising out of or related to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

(2) The present registered agent of Action Sports Design, LLC is Registered Agents Inc., with an address of 7901 4th Street North, Suite 300, St. Petersburg, FL 33702. If at any time during the term of this Agreement, the CMAR is not a resident of the State of Florida or has no partner, officer, employee or agent thereof available for service of process

as a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee or agent available for service of process in the State of Florida, CMAR hereby designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the Owner, arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a nonresident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to the CMAR at the address for notices.

13.08 Estoppel Certificates. The CMAR and the Owner shall at any time and from time to time, upon not less than twenty-one (21) calendar days prior notice by the other party, execute, acknowledge, and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same as modified is in full force and effect and setting forth such modifications), the dates to which any changes have been paid in advance, if any, and, to the knowledge of such party, neither it nor the other party is then in default hereof, it being intended that any such statement delivered may be relied upon by any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the **PROJECT**, if any, of either party made in accordance with the provisions of this Agreement.

13.09 Complete Agreement. The written form of this Agreement and the Exhibits supersede and control over any and all prior agreements, understandings, representations and statements, whether written or oral, made with regard to the matters addressed by this Agreement.

13.10 Captions. The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.

13.11 Holidays. It is hereby agreed and declared that whenever the time period for a notice or performance under the terms of this Agreement is seven (7) days or greater, and would be made or given or done on a Saturday or Sunday or on a legal holiday observed by the City Council of the City of Port St. Lucie, Florida, it shall be postponed to the next following business day, not a Saturday, Sunday or legal holiday.

13.12 Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

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

13.14 No General Obligation. In no event shall any obligation of the Owner under this Agreement be or constitute a pledge of the ad valorem taxing power of the Owner within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the CMAR nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the Owner, in any form on any real or personal property to pay the Owner's obligations or undertakings hereunder.

13.15 Members of the Owner Not Liable. No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the City Council or agent or employee of the Owner in its, his, her, or their individual capacity, and neither the members of the City Council of the Owner, nor any official executing this Agreement, shall be liable personally or shall be subject to any accountability by reason of the execution by the Owner of this Agreement or any act pertaining hereto.

13.16 Relationship of the Parties. No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Agreement shall be deemed to contemplate either party as a partner, agent, or local representative of the other party, or relationship between the parties or to create the relationship of employer/employees.

13.17 Maintenance of Records. The CMAR and any subcontractors shall comply with section 119.0701, Florida Statutes. The CMAR and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the CMAR in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The CMAR shall comply with Florida's Public Records Law. THE CMAR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, the CMAR agrees to comply with all public records laws, specifically to:

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

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

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

4. The CMAR agrees to make available to the Owner, during normal business hours, all books of account, reports, and records relating to this Agreement.
5. A contractor who fails to provide the public records to the Owner within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

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

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

Upon completion of the Agreement, transfer, at no cost to the Owner, all public records in possession of the CMAR, or keep and maintain public records required by the Owner to perform the service. If the CMAR transfers all public records to the Owner upon completion of the Agreement, the CMAR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CMAR keeps and maintains public records upon completion of the Agreement, the CMAR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records in a format that is compatible with the information technology systems of the City.

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

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

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

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

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

or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the Owner determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

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

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

13.22 E-Verify. In accordance with section 448.095, Florida Statutes, the CMAR agrees to comply with the following:

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

under this section, the CMAR may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

6. The Owner, CMAR, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

Signature Page to Follow

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

CITY OF PORT ST. LUCIE, FLORIDA	ACTION SPORTS DESIGN, LLC
By: _____	By: _____
Purchasing Agent	Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF TEXAS)
) ss
COUNTY OF TRAVIS)

The foregoing instrument was acknowledged before me by [X] physical presence or [ ] online notarization, this 13 day of JUNE, 2025, by MICHAEL MCINTYRE who is [ ] personally known to me, or who has [X] produced the following identification: TEXAS DRIVERS LIC.

ANTHONY MICHAEL CACCAMISI
Notary Public, State of Texas
Comm. Expires 08-22-2026
Notary ID 125811656

NOTARY SEAL/STAMP

Signature of Notary Public

ANTHONY CACCAMISI
Print Name of Notary Public
Notary Public, State of ~~Florida~~ TEXAS
My Commission expires: 08/22/26

EXHIBIT A – PROJECT SCHEDULE

1.0 MOBILIZATION AND SITE PREPARATION (21 days)

ASD shall provide all labor, equipment, tools, and supervision for mobilization and site preparation for the specialty build construction:

A. Jobsite Trailer and Storage Containers.
B. Site Survey-Staking and Layout of specialty construction limit of work.
D. Equipment- rentals and delivery.
E. Water hoses, trash containers and specialty power tools and tables.

2.0 STORM DRAINAGE INSTALLATION-SPECIALTY LIMIT OF WORK (21 days)

ASD shall provide all drain line installation oversight, coordination per plans and specifications.

A. Coordination, review and approval by ASD Hired Civil Engineer: Kimley Horn.
B. Storm drainage inlet locations to be located, marked and protected during construction.
C. Storm drainage testing verifying positive flow and signed off by Civil.

3.0 DRAINAGE SURFACE SWALES SHAPING-SPECIALTY LIMIT OF WORK (7 days)

ASD shall provide all drain swale oversight, coordination per plans and specifications.

A. Coordination, review and approval by ASD Hired Civil Engineer: Kimley Horn.
B. Storm drainage swale testing verifying positive flow and signed off by Civil.

4.0 ELECTRICAL CONDUIT TO POWER AND OUTLETS-SPECIALTY LIMIT OF WORK (7 days)

ASD shall provide all electrical conduit to power oversight, coordination and installation per Electrical plans and specifications.

A. Coordination, review and approval by ASD Hired Electrical Engineer: Quantum.
B. Necessary Electrical permits will be obtained by ASD hired electrical contractor.

5.0 1.5” FDOT AGGREGATE BASE COURSE- (21 days)

ASD shall provide all labor, equipment, tools, and supervision to perform the construction of the specified profile thickness under entire racetrack, start hill, jump lines, pump track and staging area:

A. Aggregate Base Rock-1 1/2"- Foundation Layer-6"
B. Minimum base compaction of 95%
C. Provide compaction testing results in at least two areas for track, two for pump track, two for jump lines, two for staging, two for start hill area.

6.0 SPECIALTY RACETRACK-PUMP TRACK-FLOW LINE TEMPLATES- (14 days)

ASD shall provide custom CNC cut pine wood templates to the exact finish grade of entire riding surface areas for precision. All profiles are proprietary with formulas for riders to flow from start to finish of their lines.

A. ¾” steel form rods installed at coordinate points of intersection.
B. 3D Printed custom brackets for template and stake connections.
C. Site Surveying of points and final elevations on templates will be set.

7.0 3/4”-AGGREGATE BASE COURSE-1’ LIFTS COMPACTED TO 95% (21 days)

ASD shall provide all labor, equipment, tools, and supervision to perform the construction of all aggregate base jump and profile shaping. ABC shall meet the bottom elevation of custom cut forms.

A. ASD to provide 3rd party compaction testing.
B. Aggregate base profile to be final plate compacted prior to rebar.

8.0 #3 REBAR 18" ON CENTER-SPEED DOWELS-START STOP FORMS (21 days)
ASD shall provide all labor, equipment, tools, and supervision to perform the construction of all rebar reinforcing, dowel connections at start stop locations.

A. Provide 3rd Party rebar inspections prior to any concrete pouring.

9.0 RACETRACK START HILL WALLS-FOOTINGS-ENG. FILL 2 (15 days)
ASD shall provide all labor, equipment, tools, and supervision for the construction of the Racetrack start hill:

A. Poured in place formed walls-forms to match exact profiles of ramps and start hill.
B. 1.5" aggregate base roc fill compacted in lifts.
C. Third party compaction testing to 95% prior to final forms and rebar.

10.0 RACETRACK START HILL-CONCRETE TROUGH BOX (7 days)
ASD shall provide all labor, equipment, tools, and supervision for the construction of the ProGate start system.

A. Plywood formed trough with support for start gate system.
B. Rebar-base rock-drain line-conduit pipes for lights and control connection.
C. Third party compaction testing to 95% prior to final forms and rebar.

11.0 CHANNEL DRAIN SYSTEM BOX AT BOTTOM OF HILL INSTALLATION (5 days)
ASD shall provide all labor, equipment, tools, and supervision for installation of the channel drain system at bottom of start hill encased within concrete formed box.

A. Channel Drain form, base material, pipe connection to ACO Drain System.
B. Rebar, concrete and light broom finish top.
C. Third party compaction testing to 95% prior to final forms and rebar.

12.0 START GATE SYSTEM CONDUIT-LOW VOLTAGE (3 days)
ASD shall provide all labor, equipment, tools, and supervision to perform the placement of electrical conduit for start gate lights-low voltage system to start gate concrete trough.

13.0 START GATE SYSTEM INSTALLATION (5 days)
ASD shall provide all labor, equipment, tools, and supervision to perform the placement and finish custom progate adaptive race system:

A. Set gate system level in trough concrete box. Anchor per manuf. Specifications.
B. Run all cables to start gate system box and start lights at 30' mark on hill.

14.0 START HILL RAMP, DECKING, STAGING BACK RAMP (14 days)
ASD shall provide all labor, equipment, tools, and supervision to perform the preparation and placement of all start hill ramps: front, top, back and accessible ramp:

A. Final base rock compaction and testing.
B. #3 rebar 12" on center for start hill.
C. All start stop pour forms and dowels.

15.0 CONCRETE-SHOTCRETE APPLICATION (30 days)

ASD shall provide all labor, equipment, materials, and supervision to Install all concrete riding surfaces for the Adaptive Racetrack, Pump Track and Jump Lines per plans and specifications.

A. Concrete Mix Design Certificates achieving over 4,000 PSI mix.
B. All screeding, troweling, light broom finishing for all surfaced.
C. 28 day cure period prior to any sport court surfacing installation.

16.0 CONCRETE STAGING AREA POURS (5 days)

ASD shall provide all labor, equipment, materials, and supervision to Install all concrete staging concrete flatwork per plans and specifications.

A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
B. All screeding, troweling, light broom finishing for all staging surfaces.
C. 28-day cure period prior to any sport court surfacing logo installation.

17.0 SPECIALTY BUILD AREA POWER CONNECTION AND TESTING (3 days)

ASD shall provide all labor, equipment, materials, and supervision to test start gate system, power connections and verify photometrics from Musco Lighting on track per plans and specifications.

A. Start Gate Power and operational testing.
B. Power outlet connection testing.
C. Photometric testing for track riding surfaces.

18.0 START HILL BARRIER BOARDS AND GUARD RAIL SYSTEMS (10 days)

ASD shall provide all labor, equipment, materials, and supervision to Install all medal fabrication staging barrier board frames and guardrail systems per plans and specifications.

A. Barrier boards front of Racetrack start hill.
B. Guardrail systems top and back of start hill and Accessible Ramp.
C. 28-day cure period prior to any sport court surfacing logo installation.

19.0 TRUSS FRAMES START AND FINISH (2 days)

ASD shall provide all labor, equipment, materials, and supervision to Install all start hill and finish line truss frame systems per plans and specifications.

A. Aluminum Start Hill Truss Frame System.
B. Aluminum Finish Line Truss Frame System.

20.0 SHADE STRUCTURE SYSTEM FOR RACETRACK START HILL (5 days)

ASD shall provide all labor, equipment, materials, and supervision to Install all shade systems per plans and specifications for start hill shade structures (3).

A. Poles and pole footing installation.
B. Fabric shade installation to poles.

21.0 CONCRETE PAD AND UTILITIES FOR PRE-ENGINEERED RESTROOM (3 days)

ASD shall provide all labor, equipment, materials, and supervision for the installation of the concrete pad specified by pre-engineered restroom-admin-concession building and associated utilities needed to connect to building:

A. Power, water, cable, sewer line connections to building pad locations required.
B. Utilities inspection and approval.
C. Pad base, rebar, collars and concrete slab pour.

22.0 PRE-ENGINEERED RESTROOM (or equal)-VERTICAL CONSTRUCTION (3 days)
ASD shall provide all labor, equipment, materials, and supervision for the installation for the pre-engineered restroom-admin-concession building and associated fixtures needed to complete the building:

A. Walls, framing roofing installation.
B. Fixtures-finishes-stalls installation
C. Final doors, drinking fountain and utility hookup.
D. Inspection and sign off

23.0 BICYCLE PLAY SPACE CONCRETE PAD-WALKWAYS (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all concrete staging concrete flatwork per plans and specifications.

A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
B. All screeding, troweling, light broom finishing for all staging surfaces.
C. 28-day cure period prior to any sport court surfacing logo installation.

24.0 SHADE STRUCTURE SYSTEM FOR BICYCLE PLAY SPACE (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all shade systems per plans and specifications for bicycle play space (2).

A. Poles and pole footing installation.
B. Fabric shade installation to poles.

25.0 ALL TRACK SURFACING-SPORT COURT SPECIALTY ACRYLOTEX (14 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all riding surface sport court specialty acrylotex surfacing per plans and specifications.

A. Install approved blue track surface.
B. Install all white lines and chevron directional arrows.
C. Install City of Port St Lucie Logos on start hill, turns of racetrack and staging area.

26.0 STAGE-AMPHITHEATRE WALLS-STEPS AND RAILINGS (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all concrete seat walls, steps, railings, concrete flatwork per plans and specifications.

A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
B. All screeding, troweling, light broom finishing for all surfaces.
C. 28-day cure period prior to any metal coring for metal fabrications.

27.0 SHADE STRUCTURE SYSTEM FOR AMPHITHEATER (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all shade systems per plans and specifications for amphitheater shade system per plans.

A. Poles and pole footing installation.
B. Fabric shade installation to poles.

28.0 PERIMETER WALKWAYS-BLEACHER PADS (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all concrete staging concrete flatwork per plans and specifications.

A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
B. All screeding, troweling, light broom finishing for all staging surfaces.
C. 28-day cure period prior to any sport court surfacing logo installation.

29.0 SHADE STRUCTURE SYSTEMS FOR BLECHERS (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all shade systems per plans and specifications for bleacher shade structures (4).

A. Poles and pole footing installation.
B. Fabric shade installation to poles.

30.0 PERIMETER TRACK CHAINLINK FENCING AND GATES (3 days)
ASD shall provide all labor, equipment, materials, and supervision for the installation of the 4' black vinyl coated chain link fencing, posts, footings and gates:

A. Footings and posts
B. Gate framing, hinges and hardware.
C. Chain Link fencing fabric installed and secured.

31.0 INSTALL ALL SYNTHETIC TURF AREAS WITHIN THE SPECIALTY L.O.W. (15 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all synthetic grass areas per plans and specifications.

A. Concrete surfaces to receive custom headers to affix turf edging.
B. Final grade to be plate compacted prior to any turf installation.

32.0 FINAL CONCRETE WALKS-ENTRY PLAZA-DROP OFF-BOLLARDS (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all concrete walkways for entry plaza, drop off and bollards per plans and specifications.

A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
B. All screeding, troweling, light broom finishing for all staging surfaces.
C. 28-day cure period prior to any sport court surfacing logo installation.

33.0 IRRIGATION SYSTEM INSTALLATION (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all irrigation sytemss per plans and specifications.

A. Mainlines, laterals, valves and wiring.
B. Spray heads and drip systems per plans.
C. Backfill and cleanup.

34.0 LANDSCAPE INSTALLATION (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all landscape plants, mulch per plans and specifications.

A. Specimen trees and palms.
B. Shrubs and grasses
C. Mulch and maintenance period start date.

35.0 SITE FURNISHINGS INSTALLATION (5 days)
ASD shall provide all labor, equipment, materials, and supervision to Install all site furnishings per the construction documents.

A. Delivery, assembly, mounting and cleaning of final installed furnishings.
B. Clean up of all packaging and any warranty items retained for CPSL.

36.0 PERIMETER SECURITY FENCING 6'-GATES-HARDWARE (5 days)

ASD shall provide all labor, equipment, materials, and supervision to Install all Security Fencing per plans and specifications.

A. Fence Posts, footings.
B. Wire fencing panels and attachments-brackets.
C. All gate hardware. Keys to CPSL.

37.0 PROJECT CLEAN UP (3 days)

ASD shall provide all labor, equipment, materials, and supervision to perform final clean up-power washing and clean up for entire specialty build areas.

38.0 PROJECT CLOSE OUT-REVIEW WITH CITY STAFF (2 days)

ASD shall conduct and attend final walk-through and review with City staff for completion and start of maintenance period.

END OF SCOPE

EXHIBIT B – GMP (OWNER DIRECT PURCHASE OPTION

EXHIBIT B-BID TAB

Project: City of Port St Lucie, FL-Adaptive Racetrack
Prepared By: Action Sports Design, LLC
Date: 20-May-25

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	CDP
GENERAL CONDITIONS						
	Mobilization & General Conditions	1	LS	$ 368,000.00	$ 368,000.00	
	Project Bond-Payment and Performance Bond	1	LS	$ 200,000.00	$ 200,000.00	
					$ 568,000.00	
EARTHWORK						
	FDOT Engineered Fill-Import-Aggregate Base Course 3/8"minus, includes trucking	14,000	CY	$ 29.06	$ 406,875.00	**CDP**
	Track-Pump-Jump-Flow Lines-Specialty Shaping-1' lifts maximum-95% compaction tested	1	LS	$ 375,000.00	$ 375,000.00	
					$ 781,875.00	
STORM DRAINAGE						
	Drain Inlets-10" Nyloplast-Material-Installation-Inspection-Testing	1	LS	$ 48,230.00	$ 48,230.00	
	Drain Inlets-12" Nyloplast-Material-Installation-Inspection-Testing	1	LS	$ 48,230.00	$ 48,230.00	
	Drain Line-HDPE SD-10"-Material-Installation-Inspection-Testing	1	LS	$ 48,230.00	$ 48,230.00	
	Drain Line-HDPE SD-12"-Material-Installation-Inspection-Testing	1	LS	$ 48,230.00	$ 48,230.00	
	Drain Line-HDPE SD-15"-Material-Installation-Inspection-Testing	1	LS	$ 48,230.00	$ 48,230.00	
	Clean Out-Junction Box-24" Nyloplast-Material-Installation-Inspection-Testing	1	LS	$ 48,230.00	$ 48,230.00	
	Channel Drain-Nyloplast-ACO-Bottom of Start Hill-Material-Installation-Inspection-Testing	1	LS	$ 48,230.00	$ 48,230.00	
					$ 337,610.00	
ACRYLIC SURFACING						
	Acrylic Sport Surface-Bicycle Learning Course	8,500	SF	$ 1.25	$ 10,625.00	
	Acrylic Sport Surface-Race Track Start Hill	2,177	SF	$ 2.25	$ 4,898.25	
	Acrylic Sport Surface-Racetrack	29,809	SF	$ 2.25	$ 67,070.25	
	Acrylic Sport Surface-Pump Track	8,600	SF	$ 2.25	$ 19,350.00	
	Acrylic Sport Surface-Jump Line	2,900	SF	$ 2.25	$ 6,525.00	
	4" Painted Acrylic Sport Striping-Race Track Start Hill	2,177	LF	$ 1.25	$ 2,721.25	
	4" Painted Acrylic Sport Striping-Racetrack	2,523	LF	$ 1.25	$ 3,153.75	
	4" Painted Acrylic Sport Striping-Pump Track	1,600	LF	$ 1.25	$ 2,000.00	
	4" Painted Acrylic Sport Striping-Jump Line	906	LF	$ 1.25	$ 1,132.50	
	City Logo Painted Acrylic Sport-Start Hill and 3 Turns	4	EA	$ 650.00	$ 2,600.00	
					$ 120,076.00	
IRRIGATION SYSTEM						
	2" Irrigation Line -Schedule 40	1	LS	$ 10,000.00	$ 10,000.00	
	Irrigation System-Planting-Tree Drip-Grass Spray	1	LS	$ 24,367.00	$ 24,367.00	
					$ 34,367.00	
LANDSCAPING						
	Trees	1	LS	$ 23,200.00	$ 23,200.00	
	Shrubs	1	LS	$ 450.00	$ 450.00	
	Grasses	1	LS	$ 2,870.01	$ 2,870.01	
	Mulch-Top Soil	1	LS	$ 4,104.00	$ 4,104.00	
					$ 30,624.01	
FENCING AND GATES						
	4' High Chain Link Fencing-Black Vinyl Coated-Racetrack	1,511	LF	$ 20.00	$ 30,220.00	
	4' High Chain Link Double 6' Wide Gate-Black Vinyl Coated-Racetrack	6	EA	$ 1,000.00	$ 6,000.00	
	4' High Chain Link Fencing-Black Vinyl Coated-Bicycle Learning Course	507	LF	$ 20.00	$ 10,140.00	
	4' High Chain Link Double 6' Wide Gate-Black Vinyl Coated-Bicycle Learning Course	2	EA	$ 1,000.00	$ 2,000.00	
	6' High Security Fencing-Black Wire-Park Limit Line	2,166	LF	$ 62.00	$ 134,292.00	
	6' High Security Fencing-Black Wire-6' Gate-Park Limit Line	6	EA	$ 3,600.00	$ 21,600.00	
					$ 204,252.00	
SITE FURNISHINGS						
	Aluminum Bleachers	4	EA	$ 21,342.57	$ 85,370.28	**CDP**
	Registration-Admin-Facility-Romtec or Equal Per Plans-Electrical-Internet-Sewer-Water Lines	1	EA	$ 325,500.00	$ 325,500.00	**CDP**
	Picnic Tables	6	EA	$ 2,418.00	$ 14,508.00	**CDP**
	Trash Recepticals	6	EA	$ 1,395.00	$ 8,370.00	**CDP**
	Bike Racks	8	EA	$ 1,023.00	$ 8,184.00	**CDP**
	Flag Poles	2	EA	$ 2,325.00	$ 4,650.00	**CDP**
					$ 446,582.28	
SHADE STRUCTURES						
	Shade Structures-Bleachers	1	LS	$ 137,591.40	$ 137,591.40	**CDP**
	Shade Structures-Bicycle Playspace	1	LS	$ 137,591.40	$ 137,591.40	**CDP**
	Shade Structures-Awards-Gathering Space	1	LS	$ 137,591.40	$ 137,591.40	**CDP**
	Shade Structures-Start Hill Gate Operator-Staging	1	LS	$ 137,591.40	$ 137,591.40	**CDP**
					$ 550,365.60	

SYNTHETIC TURF

	Synthetic turf-Amphitheatre	7,500	SQ	$ 3.35	$ 25,125.00	
	Synthetic turf-Track fence inward	50,000	SQ	$ 3.35	$ 167,500.00	
					$ 192,625.00	

CAST-IN-PLACE CONCRETE

	Concrete Perimeter Walkway	16,000	SF	$ 13.87	$ 221,920.00	
	Concrete Staging Area	15,000	SF	$ 13.87	$ 208,050.00	
	Concrete Entry Plaza	18,000	SF	$ 13.87	$ 249,660.00	
	Concrete Bicycle Learning Space	8,500	SF	$ 13.87	$ 117,895.00	
	Concrete Seatwalls-Gathering Space	570	LF	$ 13.87	$ 7,905.90	
	Concrete Ramps-Gathering Space	3,200	SF	$ 13.87	$ 44,384.00	
	Concrete Stairset-Gathering Space	98	SF	$ 13.87	$ 1,359.26	
	Racetrack Start Hill-6" Reinforced Concrete	5,400	SF	$ 13.87	$ 74,898.00	
	Concrete-Racetrack	29,500	SF	$ 13.87	$ 409,165.00	
	Concrete-Pump Track	8,600	SF	$ 13.87	$ 119,282.00	
	Concrete-Jumpline	2,900	SF	$ 13.87	$ 40,223.00	
	Concrete bollards	1	LS	$ 18,500.00	$ 18,500.00	
					$ 1,513,242.16	

METAL FABRICATION

	Guard Rails with Pickets- 3M Hill	340	LF	$ 80.00	$ 27,200.00	
	Guard Rails with Pickets- Entry Ramp	285	LF	$ 80.00	$ 22,800.00	
	Barrier Boards-Racetrack Start Hill	90	LF	$ 80.00	$ 7,200.00	
	Handrails-Stair Sets	30	LF	$ 80.00	$ 2,400.00	
	Guardrails-Gathering Space Ramps	205	LF	$ 80.00	$ 16,400.00	
					$ 76,000.00	

SIGNAGE

	Track Rules and Regulation Signage	4	EA	$ 2,325.00	$ 9,300.00	**CDP**
	Bicyle Play Custom Graphic Panels	6	EA	$ 7,905.00	$ 47,430.00	**CDP**
					$ 56,730.00	

EQUIPMENT

	Prostart-8 person Drum Gate-Electric	1	EA	$ 41,850.00	$ 41,850.00	**CDP**
	MY Laps timing device System	1	EA	$ 13,950.00	$ 13,950.00	**CDP**
	Audio System	1	EA	$ 23,250.00	$ 23,250.00	**CDP**
					$ 79,050.00	

ELECTRICAL

	Quadplex Power Outlets-Outdoor with Cover-120V	6	EA	$ 1,600.00	$ 9,600.00	
	240V Power Outlet with cover	1	EA	$ 2,800.00	$ 2,800.00	
	3-Phase Start gate	1	EA	$ 6,500.00	$ 6,500.00	
	Site electrical -Conduit-Trenching-Backfill	1	LS	$ 19,500.00	$ 19,500.00	
	2" Conduit Sleeve-Racetrack Gate lights-sleeving	150	LF	$ 25.00	$ 3,750.00	
					$ 42,150.00	

BID TAB SUB-TOTAL	**$ 5,033,549.05**
***CONTINGENCY 7% (Based off Bid Tab Sub-Total)**	**$ 352,348.43**
PROJECT MANAGEMENT + MARKUP TOTAL	**$ 503,354.91**
TOTAL PROJECT COST-GMP	**$ 5,889,252.39**

***CDP: City Direct Purchase material option.** City has the option to purchase these material list items direct should there be an evaluated cost savings to the project. Lead times will need to be assessed as to not impact the construction schedule.

***Value of the City Direct Purchase items: approximately =$115,884.12**

***Any unused contingency at project completion shall be returned to owner and deducted through a change order.**

EXHIBIT C - DEFINITIONS

1. "Agreement" means this Agreement between Owner and CMAR, including any Exhibits attached hereto, and any amendments or revisions to this Agreement or any of the Exhibits.

2. "Authorized Representative" means the person designated by the Owner and CMAR, respectively, to act on its behalf, pursuant to the terms of this Agreement. The Authorized Representative for the Owner is referred to herein in this Agreement as the City's Project Coordinator.

3. "Bi-Weekly" means once per every two weeks.

4. "Change Order" means a written order to the CMAR signed by the Owner, issued after execution of the Agreement, authorizing a change in the work or an adjustment in the GMP or the Contract Time. The GMP and the Contract Time may be changed only by a Change Order or Contract Amendment. A Change Order signed by the CMAR indicates its agreement therewith, including the adjustment in the GMP or the Contract Time.

5. "Completion (Final)" means acceptance of the **PROJECT** by the Owner as evidenced by its signature upon a final payment Certification form and approval thereof by the City Manager or his designee. The final payment Certification shall be signed only after the Owner has assured itself by tests, inspections, or otherwise that all the provisions of the Agreement have been carried out as required.

6. "Completion (Substantial)" means an acceptance of the work by the Owner when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

7. "Contract Time" means the period contained in Exhibit A – Project Schedule.

8. "Effective Date of the Agreement" means the date upon which the Agreement is signed and delivered by the latter of the two parties.

9. "Exhibits" means those agreements, forms of agreements, instruments, and other documents attached hereto and designated as exhibits to this Agreement or incorporated by reference into this Agreement.

10. "Field Change Order" is a written change order accepted by the CMAR and approved by the Project Coordinator for minor changes in the work, not involving the adjustments in the GMP or an extension of Contract Time, and not inconsistent with the overall intent of the Contract Documents.

11. "Field Directive Change" is a written directive to the CMAR, issued on or after the Effective Date of the Agreement ordering an addition, deletion, or revision in the work, or responding to differing or unforeseen physical conditions under which the work is to be performed or to emergencies. A Field Directive Change may not change the GMP or the Contract Time, but is evidence that the parties expect that the change directed or

documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the GMP or the Contract Time.

12. "Force Majeure" means those conditions constituting excuse from performance as described in and subject to the conditions described herein.

13. "Guaranteed Maximum Price (GMP)" was established by the CMAR guaranteeing the maximum price to the Owner for the cost of the **PROJECT**.

14. "LD Beginning Date" means six (6) months after the Agreement start date.

15. "Owner" means the City of Port St. Lucie, Florida, a municipal corporation, and any successor in interest thereto.

16. "Permitting Authority" means the City of Port St. Lucie and any other applicable governmental authority acting in its governmental and regulatory capacity, which is required to issue or grant any permit, certificate, or other approval which is required as a condition precedent to the commencement of any construction of the **PROJECT**, or any part thereof, including the Building Permit.

17. "**PROJECT**" means the construction and equipping of the **PROJECT** established in this Agreement and related or appurtenant facilities thereto, in accordance with the Project Plans and Specifications.

18. "Project Plans and Specifications" means the construction drawings and final specifications prepared in the previous design for **PROJECT**, which was performed by CMAR under City Contract 20230085, supplements, amendments or additions thereto approved by the Owner and CMAR, which shall also include any construction drawings and final specifications required for the repair or construction of the **PROJECT**.

19. "Project Schedule" means the estimated and approximate schedule and sequence of events for the commencement, progression, and completion of the **PROJECT**, as contained in Exhibit A, and as such schedule may be amended as provided for in the Agreement.

20. "Project Site" means the designated area where the **PROJECT** is scheduled to occur.

21. "Punch List Completion Date" means the date upon which all previously incomplete or unsatisfactory items, as identified by CMAR and/or Owner are completed in a competent and workmanlike manner, consistent with standards for renovation of this type and with good building practices in the State of Florida.

22. "Subcontractor" means any person or organization as defined in Paragraph 6.01 hereof.

EXHIBIT D – SINGLE SOURCE JUSTIFICATION DOCUMENTS

SOLE SOURCE JUSTIFICATION

INTENT

In order to better collaborate with Procurement Services efforts within various models of funding between Parks/Recreation departments, Municipalities, Foundations and State/Federal Grants, the following documentation is intended to communicate the scope of sole source processes and components involved in the design and operations of a USA BMX sanctioned facility.

UNIQUE CORPORATE METRICS and STRUCTURE

. USA BMX is the Sanctioning Body of the sport of BMX in the United States.

. USA BMX has been providing sanctioned BMX events for over 45 years.

. USA BMX is the largest youth cycling program in the world with over 14,000 sanctioned events, 320 sanctioned tracks, and generating more than 550,000 participants annually.

. USA BMX runs the USA National Championships for both BMX Racing and BMX Freestyle- identifying the US National Team for Olympic qualifying points at World Cups.

. BMX Racing and BMX Freestyle are Olympic Sports.

. The USA BMX FOUNDATION has impacted over 225,000 students and at-risk youth nationwide through both STE(A)M education in schools and the RISE mentorship initiative in underserved communities.

. USA BMX, USA BMX Freestyle, the USA BMX Foundation, and ABA ETHOS are all sub-entities of ABA- *AMERICAN BICYCLE ASSOCIATION*- a private for-profit business.

PROPRIETARY CRITERIA

1) **SANCTIONING**

Only USA BMX sanctioned facilities receive the following programming & activation:

. Guaranteed events for economic development through sports tourism
. Insurance for scheduled events and practice
. Programming from the USA BMX Foundation
. 5-year licensing package (*worth $2 million dollars)* for event operations, training, programming, marketing, and copyrighted software

2) **FACILITY/BIKE COURSE - DESIGN, ENGINEERING & DIRT SHAPING**

With over 45 years of experience designing and building BMX tracks across the country, the need for quality control and quality assurance in all design/dirt shaping efforts is paramount for not only the rider's safety and high-level performance, but also for maintenance and operational standards.

USA BMX is committed to implementing innovative solutions to elevate the facilities within our industry. ABA ETHOS (*the internal Architectural and dirt shaping team of the American Bicycle Association*) culminates the intellectual property of our entire team to standardize our design requirements/tolerances to meet our operating procedures and protocols (*listed separately under ITEM 3*).

ABA ETHOS is the sole entity that transcends our designs with the recommendations from the elite athletes and their coaches from across the world, the experience of our 320 track operators, and the customer feedback of over 50,000 members to develop our blueprint for success.

3) **OPERATIONAL PROCEDURES & PROTOCOLS**

The following list offers examples of protected standards and parameters developed by our internal team of event directors, athletes, coaches, builders, and design professionals:

. Vehicular sizing & circulation
. Registration staging
. Race staging
. Amateur & Pro lines
. Medical team access
. Awards staging
. IT- for operations
. Structural clearances
. Lighting levels
. Administrative offices
. ETC
. Pedestrian and cyclist circulation
. Visitor Access
. Equipment specifications
. Volunteer operations
. Moto inquiries
. Super saver collections
. Durability ratings for building materials
. USA BMX Foundation Programming
. Dirt jump design and shaping
. Community engagement center and suites

EXCLUSIVITY

The following represents the Professional Design Teams authorized and approved by USA BMX to provide copyrighted design and construction documents for the development of new facilities sanctioning Racing, Freestyle and Pump events:

ABA ETHOS

TEAM LEAD

1) Site Design for parking logistics and event operational circulation.

2) Architectural & Interior Design of all above-ground improvements related to BMX operations. Options include- Arena roof, Gym, locker rooms, registration offices, suites, USA BMX Foundation-classrooms and program spaces, mechanics stations, pro-shop, and associated community outreach spaces, if applicable.

3) Equipment selection of the following- Starting gates, 3, 5, & 8 meter hill engineering and structure, start and finish line trussing, bleachers, fans, lighting systems, etc- meeting US and International Cycling Federation Standards.

4) Design guidelines for overhead lighting.

5) Timing system installation and programming, if applicable.

ASD (ACTION SPORTS DESIGN)

DESIGN SPECIALIST- BMX RACING, FREESTYLE, PUMP, FLOW COURSES

1) Design documents for all competitive and recreational courses

2) Associated drainage and site grading

3) Landscape architecture

WALLACE ENGINEERING

STRUCTURAL ENGINEER

1) Specializing in long-span metal building systems, strategy options and operational design tolerances

ABA ETHOS

DIRT SHAPING

1) Shaping for all dirt jumps, berms, ramps and straights associated with the custom course design and layout.

COLLABORATION OPPORTUNITIES

ABA ETHOS will work with all other required external professional design and construction teams as necessary. These scopes of services can be publicly bid or secured through the RFQ/RFP process as dictated by the local authority having jurisdiction, if necessary.

For Example:

- Geotechnical Engineering
- Surveying
- Environmental studies
- Civil Engineering
- Preconstruction services
- GC, CM-At Risk or CM-Agency
- MEP Engineering
- Testing Agencies
- Utilities & Infrastructure
- LEED

REASONABLENESS OF PRICING AND COST CONTROL

ABA ETHOS will work with the selected General Contractor or Construction Manager during all phases of design to assist in proactive cost estimating and value engineering. ABA ETHOS will provide examples of costs/budgets in previous projects for guidance.

ABA ETHOS currently has three active projects in:

- Durango, CO
- Gretna, LA
- Tulsa, OK

DISTRIBUTORS

USA BMX does not have other entities acting on its behalf as distributors of facility design or event programming.

SOLE SOURCE JUSTIFICATION
ADAPTIVE ALL-WHEEL PARK ADDENDUM

May 9, 2025

INTENT

Updated Sole Source Requirements for USA BMX Sanctioned Facilities featuring Adaptive All-Wheel Parks.

UPDATES

1. **Course Shaping and Specialty Amenities**
   Shaping of all material types for all ridable areas, jumps, berms, ramps, straights, learning, patios and skills areas associated with the custom course design and layout.

2. **General Recommendations**
   ABA Ethos shall work with approved specialty consultants, suppliers and construction teams (pre-qualified by ABA-Ethos) to perform services aligned with the unique features provided within action sports facilities. ABA Ethos considers pre-authorized specialty teams to be a part of the Sole Source qualifications in order to provide the highest level of quality for the project. All Professional Design Teams authorized in the primary Sole Source Justification document are also considered to be pre-qualified specialty consultants, suppliers and construction teams.

   Circumstances that would justify a Sole Source Master Agreement for an entire site with multiple scopes:
   - Integrated Specialty Construction Across Full Site Boundaries
   - Requirements for Unique Construction Methodology and Staging
   - One-Source Oversight to unify the Standard of Care
   - Specialty Finish Throughout Walkways and Transition Zones
   - Economy of Scale for Concrete and Materials
   - Accelerated Project Delivery
   - Work Force Consistency
   - Reduction of Learning Curve and Increased Efficiency
   - Ability to Value Engineer in real Time and Make Field-Directed Changes Efficiently
   - Reduced Risk of Change Orders
   - Greatest Value for Stakeholders
   - Control Over Installation Means & Methods
   - Preservation of Long-Term Infrastructure Integrity

Sole-Source Justification

Request Information	
Date of Request:(mm-dd-yy) 5/16/2025	
Procurement Department Information	
Procurement Agent: Alaina Knofla	
Procurement Agent E-Mail Address: aknofla@cityofpsl.com	**Telephone:** 772-871-5223
Request Submitted By	
Name: Zakariya Sherman	
Department and Title: Parks and Recreation, Executive Project Manager	
e-Mail Address: zsherman@cityofpsl.com	
Request Details	
Sole-Source – A purchasing situation in which the procurement is available from only one source.	
Identify efforts made to locate other possible sources.	
Contractor Name: Action Sports Design	**Telephone:** 512-535-8824
Contractor Contact: Mike McIntyre	
Scope of Work	
Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated value of the open contract to include the estimated quantity X unit price (if the exact quantities are not known). See Attached.	

Complete the Following: (For justifying a Sole Source/Sole Brand)

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the state entity needs). See Attached.	
Letter from Original Equipment Manufacturer (required): Attached	
Exclusive Capability	
Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source. See Attached.	

To Be Used for Procurement Records Only
CONTRACT #:
REQUISITION ID #:
If Publicly Solicited, Number of Protests:

Sole-Source Justification

Outcome:
☐ **Awarded Sole-Source**
☐ **Issued PO / Contract**
☐ **Not Awarded / Competitively Bid** **Bid #:**

Single Source Justification: Action Sports Design, LLC (ASD) for BMX Facility Construction

Project Overview: The City intends to construct a new USA BMX-sanctioned facility, consisting of two fenced-in zones: a main race track and a youth/learner area. The entire site is designed for all-wheeled use, including bikes, scooters, skateboards, and roller skates/blades, and includes a variety of specialty finishes and transitions throughout. This is not a typical park or infrastructure project; it is a complex, competition-ready facility that must be designed and built to exacting BMX standards.

Unlike our original approach, which considered splitting the project between a specialty contractor and a general contractor, further review showed that most of the site requires specialty work and careful oversight of construction methods throughout. Many components — including walkways, fencing, and shade structures — connect directly with rideable areas, specialty finishes, and other BMX-specific features, and must be installed under strict tolerances and sequencing guidelines that typical general contractors are not familiar with. This level of coordination is necessary to avoid damaging critical surfaces and to ensure the entire site functions as one integrated system.

Action Sports Design (ASD), led by President and Founder Mike McIntyre, PLA, ASLA, is uniquely qualified to deliver the entire project as a **single source** due to their deep expertise in BMX-specific construction methods and their ability to manage those scopes holistically. Because of this, the City is requesting a single source selection under the CMAR delivery method with ASD, using a Guaranteed Maximum Price (GMP) to ensure quality, safety, performance, and long-term durability.

Supporting Single Source Documentation from USA BMX:
To further support this request, USA BMX has provided both an original single source justification letter and a formal addendum dated May 9, 2025. The original letter named Action Sports Design (ASD) as the approved design specialist for BMX racing, freestyle, and pump/flow courses, with scope that includes grading, drainage, and landscape architecture. The addendum further clarified that *all Professional Design Teams authorized in the primary Single Source Justification document are also considered to be pre-qualified specialty consultants, suppliers, and construction teams*. USA BMX has verified that ASD remains one of these approved teams and is authorized to deliver both design and construction services for BMX-sanctioned facilities, including shaping of all ridable areas like jumps, berms, ramps, straights, and skills zones. The addendum also identifies several conditions that justify a single source agreement—such as integrated specialty construction, unique staging, one-source oversight, and control over installation methods—all of which directly align with the City's delivery strategy. Taken together, the

original letter and the addendum demonstrate that ASD is uniquely positioned and officially recognized to carry out full-scope BMX facility delivery under a single source CMAR arrangement.

Why Action Sports Design:
ASD was previously awarded Contract No. 20230085 for the full design of the facility. They are one of only a few firms approved by **USA BMX** to provide both design and construction services for sanctioned projects. Their experience spans BMX race tracks, pump tracks, freestyle zones, and flow track integration — all requiring precise grading, surfacing, and tolerance control.

ASD has completed more than 350 custom park facilities worldwide, with over 90% for public agencies. That kind of volume and specialization gives them the ability to deliver complex, all-wheeled attractions that function together as a cohesive whole.

USA BMX recognizes ASD as a trusted partner with a proven track record in delivering sanctioned facilities that meet the organization's highest standards for safety, performance, and competitive integrity.

Their most notable completed projects include:

- **Rockstar Energy Bike Park-BMX** (Houston, TX)
- **Rock Hill BMX Supercross Track** (Rock Hill, SC)
- **Oldsmar BMX Supercross Track** (Oldsmar, FL)
- **NE Metro Park-BMX** (Travis County, TX)
- **Multiple BMX Parks and Tracks** — including McAllister, Pearsall, OP Schnabel, LBJ, Eisenhower, Benavides, and NE Bike Park (City of San Antonio, TX)

In addition to these projects, ASD's team has led design and construction across a wide variety of contexts including youth-oriented bike skills parks, adaptive tracks, mixed-use all-wheeled zones, and integrated park environments throughout the world. Their ability to manage projects from concept to completion, while maintaining industry-leading safety and performance standards, sets them apart from traditional construction teams. This proven track record underscores their pivotal role in shaping the future of BMX facilities nationwide.

Justifications for Single Source Selection

1. Specialized BMX Construction Knowledge

1.1 Unique Construction Methodology Required

ASD uses specialized phasing, tooling, and curing techniques tailored specifically to BMX facility construction—methods rarely seen in typical public infrastructure projects. These processes are critical to achieving the high-performance surfaces, safety standards, and precision tolerances required for BMX use. A general contractor unfamiliar with these techniques could easily compromise specialty finishes, interrupt the curing process, or fail to meet BMX specifications—resulting in costly rework or noncompliance with USA BMX standards. ASD's proven methods ensure each component is constructed to perform reliably under BMX conditions.

1.2 Integrated Specialty Construction Across Entire Site

Nearly all areas of the site—not just the tracks—require BMX-specific tolerances, surfacing, and construction details. From walkways to rest areas and fencing, every component must support the performance and safety of the riding environment. ASD's expertise ensures that even these supporting elements are designed and built to BMX-grade standards. A general contractor lacking BMX-specific knowledge could compromise functionality or introduce inconsistencies that affect rider safety.

1.3 Holistic Site Management

ASD understands how each element interacts with the next—both within the riding area and in the surrounding infrastructure—and how to manage the trades responsible for delivering each component. Beyond specialty construction needs, their deep knowledge allows them to coordinate work across all phases, ensuring nothing is built in isolation. This unified oversight results in consistent quality, seamless transitions, and a fully integrated site that performs as one cohesive system. In contrast, general contractors often rely on multiple subcontractors, increasing the risk of misaligned work, inconsistent finishes, and construction delays.

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2. BMX Standards and Performance Control

2.1 USA BMX Standards Compliance

To maintain USA BMX sanctioning, the facility must be built to strict tolerances and specifications. ASD is one of the only firms recognized by USA BMX as qualified to both design and construct such a facility. A general contractor would not have the same level of trust, recognition, or compliance history with USA BMX.

2.2 Control of Installation Means and Methods

The installation angle, anchoring, and positioning of even seemingly simple elements like shade structures and fencing must align with wheeled-friendly standards to avoid damage

and ensure performance. ASD must maintain control over these methods to ensure safety, durability, and long-term infrastructure integrity. General contractors unfamiliar with these requirements are more likely to introduce avoidable issues or compromise critical finishes.

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3. Risk Management and Project Efficiency

3.1 Avoiding General Contractor Coordination Risks

General contractors unfamiliar with BMX standards may misalign trades, damage finishes, or sequence work improperly. ASD eliminates this risk by managing all elements directly with their in-house expertise and coordination framework.

3.2 Reduced Risk of Change Orders

ASD's extensive BMX-specific experience and single-source project control significantly reduce the likelihood of miscommunication, errors, or omissions—common triggers for costly change orders. Because ASD understands the technical nuances, design intent, and operational requirements unique to BMX facilities, it can proactively identify and resolve potential issues before construction begins. In contrast, a general contractor unfamiliar with BMX projects may misinterpret specifications, overlook critical details, or fail to anticipate specialized coordination needs, all of which can result in budget overruns and project delays.

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4. Speed and Cost Advantages

4.1 Economies of Scale & Supplier Relationships

Mass concrete pours, fencing, and specialty materials are more cost-effective when coordinated under a single contract. With full control over procurement, ASD can secure long-lead and specialty items early, reducing the risk of delays and price escalations caused by fragmented sourcing. Their supplier relationships also help ensure all products meet required specifications. A general contractor may lack access to these specialized vendors, resulting in higher costs and extended lead times.

4.2 Faster Project Delivery

With ASD leading the work, there is no need to educate subcontractors on BMX-specific construction methods or standards — ASD already understands the specialized requirements and can directly oversee the trades to ensure everything is done correctly. In typical projects where scopes are bid out separately, general contractors and their subs often assume the work is standard until they encounter BMX-specific tolerances, finishes, or construction methods. At that point, they must be retrained or corrected, leading to

rework, change orders, and delays. ASD eliminates this learning curve by managing all components from the start with full awareness of how everything must be built to BMX specifications.

4.3 Real-Time Field Adjustments & Value Engineering

The single source selection under the CMAR delivery method allows ASD to make quick design adjustments in the field — avoiding formal change orders and minimizing project downtime. Adjustments can be evaluated and implemented on-site, with updated sketches or field drawings issued within minutes. In contrast, a general contractor would require extended coordination, AE involvement, and formal change approvals, resulting in longer turnaround times and potential delays.

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5. Long-Term Value and Durability

5.1 Preservation of Long-Term Infrastructure Integrity

Improper installation by inexperienced teams can lead to cracking, failure of transitions, unsafe riding conditions, and costly repairs. ASD ensures each element meets BMX-grade performance standards. General contractors are not equipped to uphold these specialized tolerances and performance metrics, putting long-term durability and safety at risk.

5.2 Best Value for the City

A single source contract avoids markup duplication, reduces administrative burden, and ensures consistent quality across all elements — providing the best value in terms of cost, durability, and performance. This approach also preserves BMX-specific quality across all construction elements and supports faster delivery through streamlined coordination. In contrast, splitting the work or hiring a general contractor could lead to inefficiencies, inconsistent finishes, schedule delays, and increased management burden.

Conclusion: This all-wheeled adaptive track is not a typical construction project—it is a purpose-built, high-performance BMX facility that must function as a unified, all-wheeled environment. Every piece of the site is interconnected, and quality must be consistent from one edge to the other. To achieve this, the City recommends awarding a single source Construction Manager at Risk (CMAR) contract to Action Sports Design to ensure expert execution, USA BMX compliance, and long-term success of the facility.

City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

SOLE SOURCE REPORT CHECKLIST

1. The purchase complies with the following:
   A. Is a purchase for supplies, services, or construction. **Construction**
   B. The supply, service, or construction is available from only one source. **Yes**
   C. If a proprietary item, there is not more than one potential bidder or offeror for that item. **N/A**
   D. The purchase complies with one of the following sole source procurement requirements (please indicate which): **Yes**

      1. Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration; **Yes**
      2. Where a sole supplier's item is needed for trial use or testing; **Yes**
      3. Where public utility services are to be procured; **N/A**
      4. Where the item is a used item which is subject to immediate sale; **N/A**
      5. Where additional supplies or services are needed to complete an existing and ongoing scope of work, even when the supplies or services were not contemplated at the onset of the project; **N/A**
      6. Where the item is a component or replacement part for which there is no commercially available substitute, and which can be purchased only from the manufacturer or distributor; or
      7. Other. Please explain:

      _____
      _____
      _____

2. The Department has provided a Sole Source Justification Memo and/or Sole Source Letter [Section 35.08(a)(24)(b)]. **Yes**

3. The Procurement Director, or his or her designee, approves negotiations with the sole source supplier, as appropriate, as to price, delivery, and the term and conditions of the award [Section 35.08(a)(24)(c)]. **Yes**

4. If the Contract requires City Council approval, this checklist, including all items references/consulted for the above questions, shall be included in any agenda summary submitted to Council as a Report [Section 35.08(a)(24)(d)]. **Yes**

5. The sole source or sole provider purchase has been bid out on the City's Quote system for a period of at least seven (7) business days. [Procurement Manual, Section 4.05 Sole Source/Sole Provider Purchases]. **Yes**

Approved ✓ Not Approved _____ Signature _____

SOLE SOURCE JUSTIFICATION
ADAPTIVE ALL-WHEEL PARK ADDENDUM

May 9, 2025

INTENT

Updated Sole Source Requirements for USA BMX Sanctioned Facilities featuring Adaptive All-Wheel Parks.

UPDATES

1. **Course Shaping and Specialty Amenities**
   Shaping of all material types for all ridable areas, jumps, berms, ramps, straights, learning, patios and skills areas associated with the custom course design and layout.

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   - Integrated Specialty Construction Across Full Site Boundaries
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   - One-Source Oversight to unify the Standard of Care
   - Specialty Finish Throughout Walkways and Transition Zones
   - Economy of Scale for Concrete and Materials
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   - Work Force Consistency
   - Reduction of Learning Curve and Increased Efficiency
   - Ability to Value Engineer in real Time and Make Field-Directed Changes Efficiently
   - Reduced Risk of Change Orders
   - Greatest Value for Stakeholders
   - Control Over Installation Means & Methods
   - Preservation of Long-Term Infrastructure Integrity

Agenda Summary

2025-605

Agenda Date: 6/23/2025 **Agenda Item No.:** 7.l

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve the Retention of Legal Counsel for ACR Litigation

Submitted By: Richard Berrios, City Attorney's Office

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Richard Berrios, City Attorney
2. Parties: City of Port St. Lucie and Weiss Serota Helfman Cole + Bierman, P.L.
3. Purpose: Retention of legal counsel to represent the City of Port St. Lucie, Florida in the matter styled ACR Acquisition, LLC v. City of Port St. Lucie, Florida
4. New/Renewal/Modified: New
5. Duration: Counsel will be retained through the duration of litigation.
6. Benefits to Port St. Lucie: Professional and zealous advocacy for the City of Port St. Lucie against a plaintiff with which the firm has prior experience and success.
7. Cost to Port St. Lucie (Annual and Potential): Retention of counsel includes a dedicated legal team who operates on a blended hourly rate. Retention also includes payment of basic fees and costs which are incident to litigation (*e.g.*, travel, copying, postage, filings, etc.).

Presentation Information: No presentation is planned for this item, but our office will be available for questions Council may have.

Staff Recommendation: Move that the Council approve the retention of Weiss Serota Helfman Cole + Bierman, P.L. as lead counsel in the ACR litigation referenced above, authorize the City Attorney to enter into the attached retainer agreement, and authorize expenditures thereunder subject to available funds.

Alternate Recommendations:

1. Move that the Council not approve retention and provide further direction.

Background: ACR Acquisition, LLC filed an initial complaint and an amended complaint on June 11, 2025 and June 12, 2025 respectively.

Issues/Analysis: Retention of Weiss Serota Helfman Cole + Bierman, P.L. is exempt from competitive solicitation and procurement under Section 35.08(a)(1) of the City Code of Ordinances ("Exemptions provided in section 287.057, Florida Statutes, as may be amended[.]"). Section 287.057(3)(e)4., Florida Statutes

exempts “[l]egal services, including attorney, paralegal, expert witness, appraisal, or mediator services.”

Financial Information: Retainer agreement provides the following hourly rates for the litigation team: Partners @ $425/hour; Associates @ $325/hour; and Paralegals @ $125/hour.

Special Consideration: Retention of this litigation team, who has prior experience litigating against the plaintiff on behalf of the City (with success), is essential to placing the City in the best position to litigate this matter.

Location of Project: Circuit Court of the Nineteenth Judicial Circuit in and For St. Lucie County, Florida.

Attachments: Retainer Agreement

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25169-03

Legal Sufficiency Review:
Reviewed by Richard Berrios, City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

JAMIE A. COLE
Broward Managing Director
JCOLE@WSH-LAW.COM

June 18, 2025

Via Electronic Mail [rberrios@cityofpsl.com]
City of Port St. Lucie
c/o Richard Berrios, City Attorney
City Attorney's Office
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Re: Retainer Agreement
ACR Acquisition, LLC v. City of Port St. Lucie, Florida
Case No. 562025CA001165AXXXHC

Dear Mr. Berrios:

We are pleased that you wish to engage our Firm to perform defend the City of Port St. Lucie ("City") in the above-referenced litigation. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined, and the terms upon which you agree to make payment.

1. Nature of Legal Services. You have engaged us to defend the City in a civil action filed in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, as Case No. 562025CA001165AXXXHC.

2. Fees for Services. I will oversee the Firm's handling of this matter on behalf of the City. Some of the work will be performed by other attorneys and paralegals. You will be charged and agree to pay for our services at the blended rate of $425 per hour for work performed by me or partner attorneys, $325 for associate attorneys, and $125 for paralegals.

It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity. Our regular hourly rates for partners, associates, and paralegals range from

$125 to $800. All of our rates are reviewed on an annual basis and may be increased on October 1 of each year.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, certain routine expenses will be incurred on your behalf ("Routine Expenses"). Routine Expenses include photocopying charges, fax charges, postage, long distance telephone calls, computerized research charges, tolls, courier charges and express mail charges, filing fees, recording costs, out-of-town travel expenses, court reporter costs (including the costs of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses, trial/hearing exhibit costs and investigation costs (if any), will be itemized and billed to you. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 45 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us under this agreement.

5. Withdrawal from Representation. We reserve the right to withdraw from representing the City if it misrepresents or fails to disclose material facts to us, or if we disagree about the course of action that should be pursued, or if there exists legal conflicts that requires our withdrawal.

6. Advanced Fees and Costs Deposit. It will not be necessary for you to pay a retainer fee to retain the services of this Firm.

7. Representation of Other Clients. We are bound by rules of legal ethics to not represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer and/or cost deposit set forth above, if any.

We appreciate your confidence in us and we assure you that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or comments concerning this engagement letter, please contact me. Otherwise, please indicate your agreement with the foregoing by signing this engagement letter and returning it to me.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN

By:_____
Jamie A. Cole

AGREED AND ACCEPTED on _____, 2025.

CITY OF PORT ST. LUCIE

By:_____
Print Name: _____
Title: _____

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-493

Agenda Date: 6/23/2025 **Agenda Item No.:** 8.a

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 25-35, Authorizing the Conveyance of a Drainage Easement in Favor of LTC Ranch West Residential Community Development District

Submitted By: Margaret Carland, Senior Deputy City Attorney

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Executive Summary (General Business): This Drainage Easement Agreement is being conveyed to the LTC Ranch West Residential CDD ("CDD") so it can drain surface water from the lands within the PUD known as LTC Ranch (West) Residential PUD, in accordance with all applicable SFWMD permits.

Presentation Information: Staff will be available to answer any questions.

Staff Recommendation: Move that the Council approve the Ordinance authorizing the conveyance of the Drainage Easement, pursuant to the Drainage Easement Agreement, in favor of LTC Ranch West Residential Community Development District.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Ordinance authorizing the conveyance of the Drainage Easement, pursuant to the Drainage Easement Agreement, in favor of LTC Ranch West Residential Community Development District.
2. Move that the Council not approve and provide Staff with direction.

Background: In April of 2025, Midway Glades Developers, LLC ("Developer"), conveyed the property that will be subject to the drainage easement to the City. Prior to the conveyance of the property to the City, the Developer was suppose to convey this drainage easement to the CDD. The drainage easement agreement, however, was inadvertently recorded after the deed conveying the property to the City. Therefore, the Developer requested that the City convey the drainage easement to the CDD.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: LTC Ranch (West) Residential PUD

Business Impact Statement: N/A

Attachments:
1. Ordinance
2. Exhibit A to Ordinance - Drainage Easement Agreement

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25133-05

Legal Sufficiency Review:
Reviewed by Margaret M. Carland, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 25-__

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CONVEYANCE OF A DRAINAGE EASEMENT IN FAVOR OF LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMEMNT DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie ("City") is the owner in fee simple of that certain real property described as Tract C1 of LTC Ranch West Phase 2, according to the plat thereof, as recorded in Plat Book 117, Pages 10 through 17, inclusive, of the Public Records of St. Lucie County, Florida ("City Land"); and

WHEREAS, the LTC Ranch West Residential Community Development District ("CDD") desires the right to drain surface water from the lands within the residential Planned Unit Development known as LTC Ranch (West) Residential PUD, in accordance with applicable South Florida Water Management District permits, including the right to inspect, operate, maintain, service, relocate and replace any and all ditches, culverts, pipes or other appurtenant structures relating to such drainage, and including rights for ingress and egress over and across the City Land; and

WHEREAS, the City agrees to conveyance of the drainage easement pursuant to the terms set forth in the Drainage Easement Agreement attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City desires to enter into the Drainage Easement Agreement which is attached hereto as Exhibit "A" and convey the drainage easement pursuant to said agreement.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

Section 2. Authorization. The City Council of the City of Port St. Lucie hereby authorizes the conveyance of the drainage easement and authorizes the City manager, or his designee, to execute and enter into the Drainage Easement Agreement attached hereto and incorporated herein as Exhibit "A."

Section 3. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or

unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective immediately after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Post Office Box 2757
Fort Pierce, Florida 34954-2757
(772) 464-7700

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 2025, by the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("**City**"), whose address is 121 Southwest Port St. Lucie Boulevard, Port St. Lucie, FL 34984, in favor of LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT, a community development district organized and existing under Chapter 190, Florida Statutes (the "**CDD**"), whose address is 3434 Colwell Ave., Suite 200, Tampa, FL 33614.

WITNESSETH:

That City is the owner in fee simple of that certain real property more particularly described in **Exhibit "A"**, attached hereto and made a part hereof (the "**City Site**"); and

That City, for and in consideration for the sum of Ten Dollars ($10.00) in hand paid by the CDD, the receipt of which is hereby acknowledged, does hereby grant to the CDD, its successors and assigns, the following perpetual easements over a portion of the City Site, as more particularly described in **Exhibit "B"** (the "**Easement Premises**"), subject to the terms specified below:

1. Easement Rights and Responsibilities.

A. The CDD has the right to drain surface water from the lands within the residential Planned Unit Development known as LTC Ranch (West) Residential PUD, in accordance with all applicable South Florida Water Management District permits (the "**Permits**"), including without limitation, the right to inspect, operate, maintain, service, relocate and replace any and all ditches, culverts, pipes or other appurtenant structures relating to such drainage (the "**Drainage Structures**"), including rights for vehicular (including equipment) and pedestrian ingress and egress over and across the Easement Premises as shall be necessary or desirable to inspect, operate, maintain, service, relocate and replace the Drainage Structures located in the Easement Premises.

The easement granted herein is perpetual, but non-exclusive, and City reserves unto itself and its assigns and successors-in-interest and/or title, the right to utilize the Easement Premises for any purpose whatsoever provided such use is in recognition of, and not in

THIS DRAINAGE EASEMENT AGREEMENT IS BEING RECORDED TO REPLACE THE DRAINAGE EASEMENT AGREEMENT RECORDED IN O.R. BOOK 5296, PAGE 1222, WHICH WAS INADVERTENTLY RECORDED AFTER THE DEED RECORDED IN O.R. BOOK 529, PAGE 1218.

derogation of, the easement rights granted hereunder to the CDD. The CDD shall utilize the easements and rights granted hereunder and hereby with due regard for the rights of City reserved herein with respect to the Easement Premises, and with due regard for the rights of City to utilize and enjoy City's other property adjacent or contiguous to the Easement Premises.

B. The CDD is solely responsible for operating, maintaining, and administering the Drainage Structures, and City shall have no responsibility for maintaining same. If the CDD does not properly maintain the Drainage Structures, then City may give the CDD written notice thereof, whereupon the CDD shall have forty-five (45) days after receipt of such written notice to cure such violation, or if such violation cannot be reasonably cured within such forty-five (45) day period, then the CDD shall commence to cure such violation within such forty-five (45) day period, and shall thereafter proceed to complete such cure. Notwithstanding, the forty-five (45) day notice and cure period shall not be applicable to emergency circumstances, as defined below. If the CDD does not cure or commence to cure such violation as required within the foregoing period or does not diligently proceed to complete such cure within a reasonable period of time then City shall have the right, but not the obligation, to conduct maintenance activities and be reimbursed the actual and reasonable expenses of those services from the CDD.

For purposes of this subparagraph "emergency circumstances" shall mean blocked drainage, damaged drainage pipe or drainage structure causing flooding of the roadway, sink hole, or eroded roadway embankment, if such condition poses a life safety risk, or any other condition that poses a life safety risk. In emergency circumstances City may make any necessary repairs and be reimbursed for the actual and reasonable costs of such repairs from the CDD, but City shall give the CDD notice of the work being performed to resolve such emergency circumstances.

C. Before commencing any type of digging, drilling, excavation or other work below the ground surface, CDD shall, and as required by law, determine if any underground utility infrastructure exists within the location where such below-ground activity is expected to occur. All design, construction, repair and maintenance of facilities and improvements made in conjunction with this Agreement shall adhere to the construction plans approved by the appropriate governmental authority.

D. To avoid interference with use of the City Site, the CDD shall not perform any construction or maintenance of the Drainage Structures that could require closure of the park or portions of the park, until approved in writing by the City, which approval will not be unreasonably withheld or delayed. In the event of emergency circumstances as defined above, the CDD shall not be required to obtain such approval from the City but shall give the City notice of the work being performed to resolve such emergency circumstances.

E. This Agreement specifically reserves the perpetual right on the part of City, its successors, assigns, and successors in title to alter and/or modify and/or relocate, the Easement Premises or the Drainage Structures located within the Easement Premises, so long as (a) the design capacity of the altered or relocated Easement Premises or Drainage Structures

is such that the flow or drainage of water through the Easement Premises is not thereby interrupted or materially diminished from the capacities as specified in and by the Permits, and (b) such alterations, modifications or relocation will not materially increase the CDD's cost to maintain the Drainage Structures. The Agreement also specifically reserves the perpetual right on the part of City, its successors, assigns, and successors in title to convey roadway drainage through the Easement Premises and Drainage Structures, in accordance with all applicable Permits.

F. To the extent permitted by law, the CDD shall indemnify, defend, save, and hold harmless the City, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the CDD, its elected officers, agents, servants, representatives, or employees, in the performance of this Agreement. Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of either the CDD or the City beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or any other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

G. The CDD is required to maintain Insurance as outlined in **Exhibit "C"**.

2. Miscellaneous Provisions.

A. Easement Running with the Land. It is the intent of the parties hereto that the rights and obligations set forth in this Agreement shall run with the land, and shall be binding upon all successors, assigns, and successors in title to the parties hereto.

B. Records. City and the CDD shall allow public access to any documents, papers, letters, and other materials made or received by them in conjunction with this Agreement, to the extent that such public access is required in order to comply with the provisions of Chapter 119, Florida Statutes.

C. Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

D. Venue and Jury Waiver Provision. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This Paragraph shall survive the termination of this Agreement.

E. Effective Date. This Agreement shall be deemed effective as of the date the last party hereto signs it (the "Effective Date"). This Agreement must be fully executed prior to recordation.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials on the dates stated below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the City has hereunto set its hand and affixed its seal as of the date first above written.

ATTEST:

_____
Sally Walsh, City Clerk

CITY:

CITY OF PORT ST. LUCIE

By: _____
Shannon Martin, Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Richard Berrios, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) [ ] physical presence or [ ] online notarization, this ____ day of _____, 2025, by Shannon Martin, as Mayor of CITY OF PORT ST. LUCIE, a Florida municipality, on behalf of said municipality. Said person (check one) [ ] is personally known to me, [ ] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [ ] produced other identification, to wit: _____.

[Affix Notary Seal]

_____
Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

5598893.v2

IN WITNESS WHEREOF, the CDD has hereunto set its hand and affixed its seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

_____
Print Name: _____
Address:_____
_____

_____
Print Name: _____
Address: _____
_____

Two witnesses as to The CDD

CDD:

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT, a community development district organized and existing under Chapter 190, Florida Statutes.

By:_____

Name:_____

Its:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one) [ ] physical presence or [ ] online notarization, this ____ day of _____, 2025, by _____, as _____ of the LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT, a community development district organized and existing under Chapter 190, Florida Statutes, on behalf of said district. Said person (check one) [ ] is personally known to me, [ ] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [ ] produced other identification, to wit: _____.

[Affix Notary Seal]

_____
Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

5598893.v2

Exhibit "A"
City Site

BEING ALL OF TRACT "C1" OF LTC RANCH WEST PHASE 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGES 10 THROUGH 17, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Description Sketch

(Not A Survey)

DESCRIPTION:

A portion of Tract “C1”, LTC RANCH WEST PHASE 2, according to the plat thereof, recorded in Plat Book 117, Pages 10 through 17 of the Public Records of St. Lucie County, lying in Section 10, Township 36 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Tract “C1” of LTC RANCH WEST PHASE 2, run thence along the East boundary thereof, S.00°14'00"E., a distance of 1386.71 feet for a **POINT OF BEGINNING**; thence continue along said East boundary, S.00°14'00"E., a distance of 50.00 feet; thence departing said East boundary, S.89°38'24"W., a distance of 207.60 feet; thence N.88°11'25"W., a distance of 352.88 feet; thence S.84°53'58"W., a distance of 346.33 feet; thence N.88°33'46"W., a distance of 195.39 feet; thence N.89°29'23"W., a distance of 388.56 feet to the West boundary of aforesaid Tract “C1”; thence along said West boundary, Northerly, 51.70 feet along the arc of a non-tangent curve to the left having a radius of 674.78 feet and a central angle of 04°23'24" (chord bearing N.14°10'55"W., 51.69 feet); thence departing said West boundary, S.89°29'23"E., a distance of 402.07 feet; thence S.88°33'46"E., a distance of 195.79 feet; thence N.84°50'41"E., a distance of 343.63 feet; thence S.88°11'25"E., a distance of 355.92 feet; thence N.89°37'48"E., a distance of 205.82 feet to the **POINT OF BEGINNING**.

Containing 1.717 acres, more or less.

SURVEYOR'S NOTES:

1) Bearings shown hereon are based on the East boundary of Tract "C1", LTC RANCH WEST PHASE 2, according to the plat thereof, recorded in Plat Book 117, Pages 10 through 17 of the Public Records of St. Lucie County, having a plat bearing of S.00°14'00" E..

2) See Sheet 2 for sketch.

Michael Goodnight
2024.05.09
12:07:31 -04'00'

Michael W. Goodnight LS7245

JOB #: 1001811-City Park Drainage Easement

DRAWN: JMW DATE: 05/09/2024 CHECKED: MWG

Prepared For: GreenPointe Developers, LLC

Revisions

DATE	DESCRIPTION	DRAWN
---	---	---
---	---	---
---	---	---
---	---	---

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

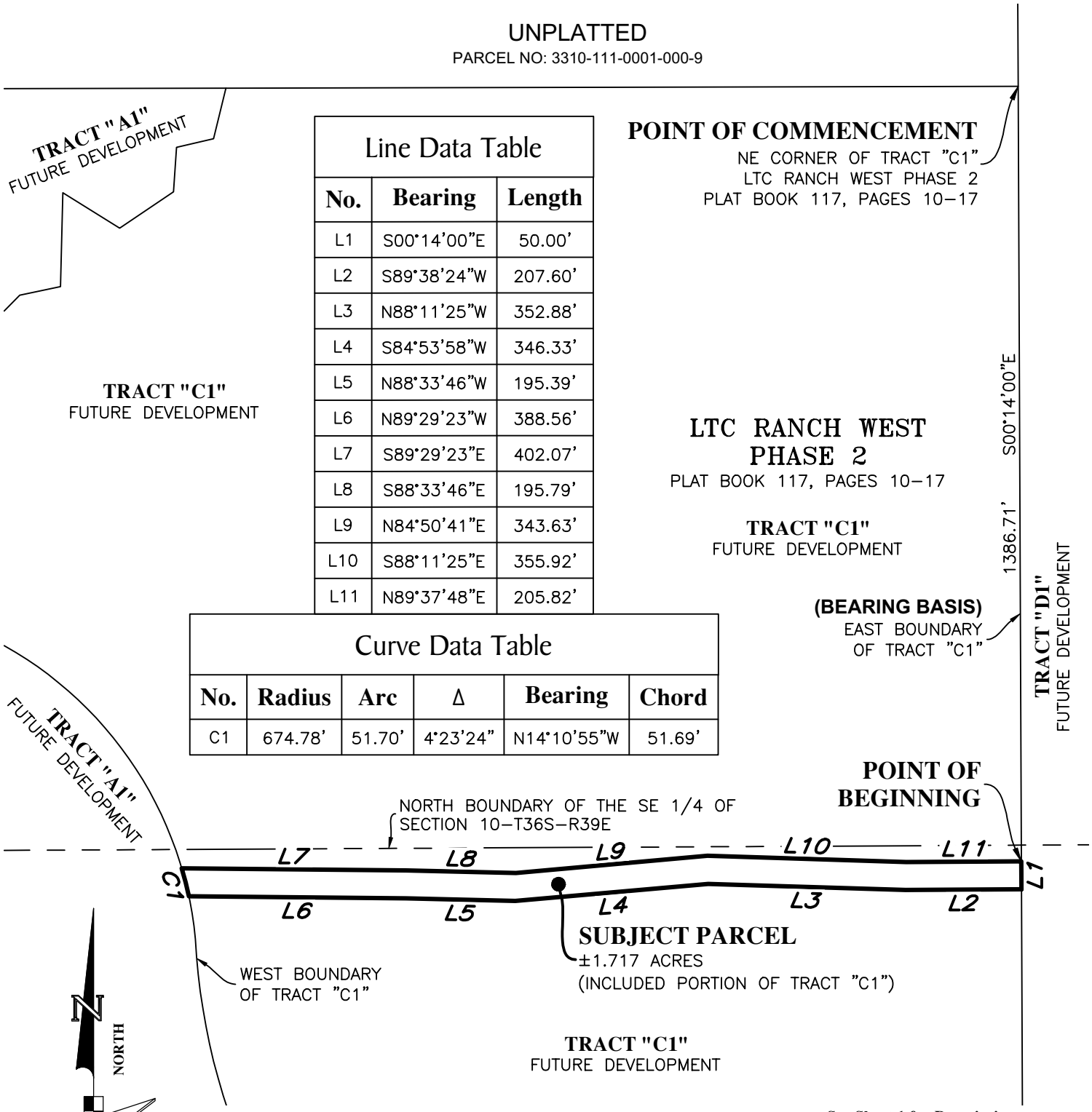
GeoPoint Surveying, Inc.

Description Sketch

(Not A Survey)

UNPLATTED

PARCEL NO: 3310-111-0001-000-9



Line Data Table

No.	Bearing	Length
L1	S00°14'00"E	50.00'
L2	S89°38'24"W	207.60'
L3	N88°11'25"W	352.88'
L4	S84°53'58"W	346.33'
L5	N88°33'46"W	195.39'
L6	N89°29'23"W	388.56'
L7	S89°29'23"E	402.07'
L8	S88°33'46"E	195.79'
L9	N84°50'41"E	343.63'
L10	S88°11'25"E	355.92'
L11	N89°37'48"E	205.82'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	674.78'	51.70'	4°23'24"	N14°10'55"W	51.69'

See Sheet 1 for Description

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.

Exhibit "C"
Insurance

Prior to any entry upon the Easement Premises, CDD shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. CDD is responsible for ensuring that CDD or all contractors or subcontractors performing work relating to this Agreement have policies of insurance reflecting the coverage set forth below:

i. <u>Workers' Compensation Insurance & Employer's Liability:</u> CDD or its contractors or subcontractors shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.

ii. <u>Commercial General Liability Insurance</u>: CDD or its contractors or subcontractors shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	**$1,000,000**
Personal/advertising injury	**$1,000,000**
Products/completed operations aggregate	**$2,000,000**
General aggregate	**$2,000,000**
Medical expense	**$10,000 any 1 person**

iii. <u>Additional Insured:</u> An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

iv. <u>Certificate of Insurance:</u> Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents.". The Policies shall be specifically endorsed to provide thirty (30) day written

notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, CDD shall be required, upon receipt of thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. In the event that CDD is unable to obtain such coverage, CDD shall have the right to terminate this Agreement. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

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

vi. <u>Waiver of Subrogation:</u> CDD or its contractors or subcontractors shall agree to a Waiver of Subrogation for each required policy. 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 CDD or its contractors or subcontractors enter into such a Contract on a pre-loss basis.

vii. <u>Deductibles:</u> All deductible amounts shall be paid for and be the responsibility of the CDD or its contractors or subcontractors for any and all claims under this Agreement.

It shall be the responsibility of CDD to ensure that all independent contractors and/subcontractors comply with the insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. It will be the responsibility of CDD to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured. If a contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.
All insurance carriers must have an AM Best rating of at least A:VII or better.

Agenda Summary

2025-433

Agenda Date: 6/23/2025 **Agenda Item No.:** 9.a

Placement: Other Public Hearings

Action Requested: Motion / Vote

Public Hearing, Approve the City of Port St. Lucie's Community Development Block Grant (CDBG) Draft Annual Action Plan (AAP) for the Program Year 2025-26.

Submitted By: Alessandra “Alex” Tasca, Deputy Director, Neighborhood Services

Executive Summary (General Business): The CDBG program provides federal funds for projects and programs that help improve the physical, economic, and social conditions of our community. Eligible projects must benefit low- and moderate-income persons or address urgent needs or slum and blight. The attached Draft Annual Action Plan contains projects reviewed and approved by the City’s internal CDBG Project Selection Team. A draft Project List was presented for discussion on June 9 and June 16, 2025 (Item #2025-414).

Presentation Information: Presentation by Alex Tasca, 5 mins.; staff is available to answer questions and meet with residents that would like to submit public comments.

Staff Recommendation: Move that the Board approve the 2025-26 CDBG Draft Annual Action Plan for submission to the Department of Housing and Urban Development (HUD) by August 15, 2025, open the 30 day public comment period (for the period June 23 - July 24, 2025), and authorize the Director of Neighborhood Services to make revisions prior to submission to HUD to incorporate comments received.

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the 2025-26 CDBG Draft Annual Action Plan for submission to the Department of Housing and Urban Development (HUD) by August 15, 2025, open the 30 day public comment period (for the period June 23 - July 24, 2025), and authorize the Director of Neighborhood Services to make revisions prior to submission to HUD to incorporate comments received.
2. Move that the Board not approve the 2025-26 CDBG Draft Annual Action Plan and provide staff direction and open the 30 day public comment period (for the period June 23 - July 24, 2025).

Background: The City is required by HUD to prepare a CDBG Annual Action Plan report detailing our CDBG and housing activities planned for the coming year. The Annual Action Plan report provides a summary of the actions, activities, and the specific federal resources that will be used each year to address the priority needs and specific goals identified by the City’s 5-year CDBG Consolidated Plan.

Issues/Analysis: The CDBG Draft Annual Action Plan will be available for public review and comment from June 24 through July 24, 2025, in Building A Neighborhood Services Office, City Hall Complex, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida, 34984 (appointments are recommended) and also on the City’s website at

www.cityofpsl.com/cdbg <http://www.cityofpsl.com/cdbg>. To make an appointment contact 772-344-4084. Written comments can be addressed to Carmen A. Capezzuto, Director of Neighborhood Services, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984, or sent to nsd@cityofpsl.com <mailto:nsd@cityofpsl.com>. All comments received will be summarized, answered (if applicable), and then forwarded to the Department of Housing and Urban Development (HUD) in Jacksonville, Florida with the Annual Action Plan.

Financial Information: The City of Port St. Lucie will receive $1,086,454 in CDBG funds for the grant period October 1, 2025, through September 30, 2026. A little less than twenty (20%) percent of the allocation is set aside for program administration as allowed by the HUD program rules and regulations.

Special Consideration: A Public Hearing has been advertised for June 23, 2025, according to HUD program rules and regulations.

Location of Project: The CDBG program covers the entire City of Port St. Lucie with its housing programs and some economic development activities; it covers low- and moderate- income areas for infrastructure improvements, public facility ADA modifications, access to affordable housing and improved economic opportunities. Actual project locations are dependent on project type and coincide with City Strategic Plan priorities and are subject to City Council approval.

Attachments:

1. City of PSL Community Development Block Grant (CDBG) 2025-2026 DRAFT Annual Action Plan
2. DRAFT Exhibit A: CDBG Action Plan 2025-2026 - Project Summary
3. HUD FY25 CPD Formula Letter - Port St. Lucie, FL
4. Current City of PSL CDBG low- and moderate- income Census Tracts Map

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25162-03

Legal Sufficiency Review: Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

2025-2026 ANNUAL ACTION PLAN (AAP)

To be submitted by August 15, 2025, by the City of Port St. Lucie's Community Programs Division of the Neighborhood Services Department

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Port St. Lucie occupies an area of approximately 120 square miles located in southern St. Lucie County on Florida's east coast. The City was incorporated on April 27, 1961, with a few hundred residents in the 60's and 70's and has grown to an estimated 258,575 as of July 1, 2024 [1]. The City has been experiencing a high rate of growth with an estimated population, percent change, from April 1, 2020, to July 1, 2024, estimated at 26.2%. Affordable Housing and Business and Economic Development remain an important focus for the City. The gap between the lowest monthly mortgage payments or rental amounts and the lower income citizen's ability to afford the housing payment has continued to widen. Fewer workers can afford homes available, for those who have been able to retain jobs [2]. Many households express a need for assistance to get into a home as market prices and interest rates remain high. Increased housing costs have also contributed to housing affordability issues. For this reason, efforts to provide incentives and programs for more housing assistance, in particular workforce housing, will continue to be one of the City's priorities. Even so, the City's Homeownership Rate continues to grow and is approximately the second highest among the cities with over 100,000 residents at almost 84%, according to a study conducted by the financial company IPX 1031, which uses U.S. Census Bureau statistics [3]. These factors combined have caused a surge of needs among low- to moderate-income homeowners to maintain their homes and complete urgent home repairs as they often do not have the extra funds needed to keep their homes in good condition [4]. The City has focused on those households for several years, providing funding for repair and rehabilitation and septic conversions to address environmental issues based on microbial studies, which will help minimize the impact to the St. Lucie River and the ecosystem.

The City also receives funding from the State Housing Initiatives Partnership (SHIP) grant program. Housing programs are supplemented with funding from the CDBG program when needed. SHIP funding for the last three years has increased significantly, hitting record levels, and in 2025/2026 the City is set to receive $1.9 million; 20% of the funding is mandated to be spent on special needs households. Federal funding received through the Neighborhood Stabilization Program (NSP1 and NSP3) since 2009, has been used to assist low- and moderate- income households to purchase homes. The City's remaining NSP funds are being used for affordable housing activities. As of 12/31/20243, limited grant funding for the NSP1 remains. The City is currently closing out the NSP3 Grant. Program Income earned through the NSP program will continue to be used to further the City's housing programs.

Footnotes

[1] & [2] https://www.census.gov/quickfacts/

[3] https://www.ipx1031.com/cities-with-the-most-renters-data/

[4] Per the US Census quick facts (https://www.census.gov/quickfacts/), the City's Owner-occupied housing unit rate from 2019-2023 is approximately 83.2% (up from 78.8% in 2016-2020 and 76.8% in 2014-2018) which is higher than the estimated national rate of 65% from 2019-2023.

[4] https://www.chamberofcommerce.org/cities-with-the-most-house-poor-homeowners/

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

CDBG funding for 22/23 & 23/24, 24/25 addressed: sidewalk improvements including ADA connections, culverts and drainage, wastewater lift stations and air release valves (ARVs), outdoor fitness stations and ADA Playground Improvements, increasing Code compliance outreach and activities, as well as business development training and small business grants, homeowner repair and rehabilitation assistance including septic to sewer conversions.

Projected CDBG funding for 2025/2026 will be utilized to address:

- Installing a specialized bike lane in the Community Redevelopment Area at Veteran's Memorial Highway and Port St. Lucie Blvd.,
- Police Athletic League (PAL) gym building security improvements and/or renovation project design,
- Continue funding for the City's small business accelerator grant program (aka BAP),
- Sidewalk connection installation at SE Veteran's Memorial Parkway near Post Office,
- Continue funding for the City's commercial façade improvement grant in disadvantaged Census tract areas,
- Continue funding for public service support to the Boys and Girls "Mobile" Club Program,
- Continue funding for housing repair and rehabilitation assistance in the form of individual household assistance for low- and moderate- income households for water sewer connections and culvert replacements,
- Continue funding for specialized Code Compliance Officers to address specialized code concerns
- Replacement of failed culverts in the Whispering Pines Neighborhood

In accordance with the City's 2021-2025 Consolidated Plan, the City has established the following objectives:

Objective 1: Improve Public Facilities and Infrastructure in particular sidewalks to improve the quality of life. Community development goals which are in line with the goals of the Strategic Plan and intended to

meet this objective are as follows: 1. Community self-investment in low- and moderate- income areas. Facilities/services to address public infrastructure needs. Facilities/services for seniors, children, and persons with special needs. Expanded economic opportunities using grant funding.

Objective 2: Increase access to Affordable Housing

Housing and homeless goals that are set out in the Consolidated Plan as well as the Continuum of Care Annual Report and intended to meet this objective are as follows: 1. Housing revitalization for low- and moderate- income homeowners. 2. Housing purchase and/or repair assistance. After consulting with our public/private partners, the City establishes specific priorities for allocating its funding each year. As indicated above, the City places its highest priorities in low- and moderate- income areas. These activities include physical improvements such as water and sewer connections and sidewalks; they also include public facilities such as parks. High priorities are also given to helping low-income homeowners maintain their homes and assisting low to moderate income renters to achieve homeownership. Even so, alternate, smaller scale projects to facilitate public services and small, business development will continue to be interwoven into the City's plans and projects.

The City is also party to the County's HOME Consortium and is using its allocation for a Tenant-Based Rental Assistance (TBRA) Program targeted at senior residents.

Objective 3: Increase Economic Opportunity and Economic Development

The City also prioritizes providing funding to support the expanded economic opportunity to low income and minority residents within the City of Port St Lucie. The main initiative under this objective is conducted through the City's Economic Development Office, running grant programs for small businesses who are either low- and moderate- income or located within a CDBG Census Tract. These programs include educational initiatives and commercial façade improvements.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Port St. Lucie has used a large portion of its CDBG funding for infrastructure, a top priority for many years together with housing revitalization. The City has planned many of its CDBG funded projects around culvert improvements, ADA improvements and additional sidewalks; these projects have been in low-income areas that needed these improvements to create a suitable living environment for the residents.

A portion of the CDBG funding has been used to supplement the SHIP repair and rehabilitation program over the last few years to accomplish our goal of providing decent, affordable housing and assisting low- and moderate- income homeowners to stay in their homes. Since the City's SHIP funding has

significantly increased in the last couple of years there is not a need to supplement this program currently.

Recent studies continue to point out that housing costs are on the rise and more and more households are experiencing issues because total household housing costs account for more than 30% of household income and are "cost-burdened". According to the Chamber of Commerce [4] cities located in Florida and California dominate the list of top 30 cities. It is important for the City to develop to the fullest potential of all the City's Business and Economic Development opportunities for low- and moderate-income residents. In this Action Plan the Neighborhood Services Department collaborated closely with the City Manager's Economic Development Services Division to support the City's Economic Development Goals and Strategic Plan [5]. Therefore, the City is working on building all important aspects of its Strategic Plan in a balanced way and using CDBG funds to adjust and accomplish goals as they arise.

The City is planning to shift its CDBG project to supplementing its Code Compliance activities due to the fast-paced growth that the City has been experiencing since the COVID-19 pandemic. This will help address any neighborhood deterioration and help to keep commercial properties in the City's low- and moderate- income areas accountable to their older site plans.

In 2023-24, the City also joined forces with St. Lucie County and the City of Ft. Pierce (all 3 municipalities encompass the entirety of St. Lucie County) to pursue the research and creation of a formal County-wide Housing Needs Assessment (HNA) and Implementation Plan. Work on the HNA began in January 2023 and significant steps were accomplished including stakeholder workshops and currently a County-wide public survey. The project team included stakeholder activities with elected officials and the City's Affordable Housing Advisory Committee (AHAC) and the public in the fall of 2024. The plan was completed and presented in January 2024. Continued outreach and education on housing and housing activities across the local, State and Federal levels will be a focus for the Neighborhood Services Department, Community Programs Division's next 5-year work plans. The adoption of the HNA will create an ulterior framework for the City to craft a longer-term housing program plan in concert with our counterparts across the County.

Footnotes

[4] https://www.chamberofcommerce.org/cities-with-the-most-house-poor-homeowners/

[5] https://www.cityofpsl.com/business/economic-development

[5] https://www.cityofpsl.com/government/mayor-city-council/strategic-plan

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City developed the Action Plan after consultation with its public and private partners, which includes the Council of Social Agencies (COSA Connection), the St. Lucie / Martin Lending Consortium and the Continuum of Care (CoC) headed by the Treasure Coast Homeless Services Council, Inc. Neighborhood Services staff attends meetings with these groups on a regular basis and keeps up to date with all of their programs and activities. An initial special presentation and draft project list were presented and discussed at public City Council meetings on June 9 and June 16, 2025. On Thursday, June 5, 2025, at 6:00 p.m. at City Hall Council Chambers 121 SW Port St. Lucie Blvd., PSL, FL 34984 a public information session was conducted to present to the public at large information about the CDBG program and the City's past completed projects as well as future plans. These sessions were advertised across all media channels and offered in a hybrid format as well for any interested citizens that could not attend in person. An online survey was also published and advertised during this planning phase to allow interested citizens to submit any comments and/or feedback regarding the City's CDBG program. An additional advertised City Council Public Hearing and Meeting was held on June 23, 2025, to seek community input on housing and community development needs and to allocate 2025/2026 funding by having the City Council approve the Draft Action Plan. The Draft Action Plan was advertised and made available for public review during a thirty-day comment period beginning on June 23, 2025, through July 24, 2025. All outreach data and comments will be attached to this final annual report and submitted to HUD by August 15, 2025.

This year Neighborhood Services is continuing to work on a special project following up on the County-wide Housing Needs Assessment (HNA) and Implementation Plan. The City is working with HUD's Thriving Communities Technical Assistance Grant Program to fine tune the development of more policies and programs as a result of the findings of the HNA.
https://www.hudexchange.info/programs/tcta/recipient-spotlights/#PortSaintLucie

Citizen participation was achieved through several methods during the consolidated planning process as well as during each Annual Action Plan preparation period. The methods included an online survey for citizen input on needs assessment and a public agency survey that was sent out to over 20+ social agencies. Stakeholder workshops with non-profits and citizens are conducted regularly. The City's web site is monitored regularly, and updates are published regularly. The City Hall assistance system, 1PSL, allows residents to submit comments and feedback on City projects and programs all year round.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City follows its Citizen Participation Plan which is published online at: www.cityofpsl.com/cdbg which calls for a solicitation of public comment in at least two public hearings each year. One main public hearing is being held for the purpose of reviewing the Action Plan and allocating CDBG funding. The other main public hearing meeting is held in order to evaluate the program and present the Annual Financial Report. The Neighborhood Services Department has supplemented these standard meetings

with additional workshops and innovative methods of disseminating information electronically and through social media. A detailed summary of comments received as a result of the public hearing and surveys will be included as an attachment in the CDBG Action Plan for the 2025/2026 fiscal year. In general lines most comments were in favor of City programs and proposals. Most comments look to expand public service activities. There is an increasing number of comments asking the City to address the affordable housing issues facing our area, State and Country. As a result of these comments, since the drafting of the latest Consolidated Plan the City has completed a large-scale, County-wide, Housing Needs Assessment.

**Any additional comments obtained during the remainder of the comment period will be incorporated here and in this Action Plan's attachments before final submittal to HUD on August 15, 2025.*

6. Summary of comments or views not accepted and the reasons for not accepting them

**Public comments that are received, and responses to those comments, regarding the 2025/26 CDBG Action Plan and the proposed activities will be attached. The HNA conducted additional public surveying for the plan which will be used for the preparation of the City's next 5-year Consolidated Plan in 2025/2026. The HNA public workshops and comments are summarized in the report attached with the public outreach ads and comments.*

… comments were submitted during the specific public comment periods in relation to the public meetings or advertisements that were published … to be updated at the end of the public comment period.

7. Summary

Managing growth is still a primary focus for our City Council and staff. The City relies on its State and Federal funding partners to help fund new projects as well as continued improvements to existing infrastructure and facilities. This funding is critical to the success of our growing city.

The City plans to leverage CDBG funds with other public and private investments to:

• Improve Public Facilities and Infrastructure

• Increase Access to Affordable Housing

• Increase Economic Opportunity

The City identifies strategic priorities together with consulting community stakeholders and resident input, and in combination with data from the U.S. Census and other sources. The City invests a lot of time and effort in developing its Strategic Plans and Strategic Operation Plans on an annual basis, as well as conducting scientifically valid City-wide annual community survey about a wide range of topics

including Community Development, Economic Development, Jobs, Quality of Living, and Housing. That information is published online at: www.cityofpsl.com/strategicplan & https://www.cityofpsl.com/communitysurvey.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	PORT ST. LUCIE	
CDBG Administrator	PORT ST. LUCIE	Neighborhood Services Department
HOPWA Administrator	PORT ST. LUCIE	State of Florida, Department of Health
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Port St. Lucie's Neighborhood Services Department is the lead agency responsible for administering CDBG programs covered by the Consolidated Plan. It oversees the development of the Plan and manages the housing and community development needs for the City. It is the Lead Agency. The City developed the 2025/2026 Action Plan through collaborative efforts of City staff and local stakeholders.

The City has re-designated HOPWA funds to the State of Florida, Department of Health. Please see Unique Appendices for the signed re-designation. The City works with and collaborates with its counterparts at the county to run HOME programs and contributes to the outreach efforts for this funding that is managed by St. Lucie County.

Consolidated Plan Public Contact Information

Alessandra Tasca, Deputy Director Community Programs Division, Neighborhood Services Department
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099
atasca@cityofpsl.com phone: 772-344-4084

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City developed the Action Plan after consultation with its public and private partners, which include the Council of Social Agencies (COSA Connection) and the St. Lucie / Martin Lending Consortium. COSA includes social agencies, health services, housing providers and other local (city and county) governmental agencies. The Lending Consortium includes local mortgage lenders, consumer credit counseling agencies, and local governments. Neighborhood Services staff attend meetings of both groups.

Agencies belonging to the COSA Connects meet every month to discuss their programs and develop plans to address common needs. Monthly speakers aid members and/or share information about their organizations. The members were provided with information about the CDBG programs in Port St. Lucie.

Members of the Lending Consortium meet as needed to discuss home purchase activities associated with affordable housing. They review new housing assistance plans or revisions to existing plans, trying to improve the program for lower income home buyers.

A copy of the proposed Action Plan will be made available to the Treasure Coast Homeless Services Council (TCHSC) and all other local agencies and stakeholders for review and comment. This lead agency handles all homeless services, including prevention, chronic homelessness and transitional housing for the three-county area (St. Lucie, Martin, and Indian River). Their annual report and data were consulted to update the information in our Action Plan regarding homeless services. A copy of the Action Plan is also forwarded to the Florida State Clearinghouse for review.

A public meeting was held on June 5, 2025, to seek community input on housing and community development needs and to allocate 2025/26 funding. The Action Plan was advertised and made available for public review during a thirty-day comment period beginning on June 23, 2025, through July 24, 2025. A copy of the Action Plan is available in the Building A, Neighborhood Services Department, of the City Hall Complex, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 Monday thru Friday from 9:00 am to 4:00 pm and on the city's website at www.cityofpsl.com/cdbg.

Public comments were also solicited through online forms and a specialized stakeholder workshop. A draft list of projects was presented at two public meetings on June 9 and June 16, 2025, for review and for all residents both in person and also with virtual access. Responses to public comments, if applicable, will be attached to the Action Plan. If applicable, a summary of comments that are not accepted and the reasons they were not accepted is also included.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City works closely with local social service providers, lenders, builders, developers, housing providers and other local governmental agencies on a regular basis as members of St. Lucie Council of Social Agencies (COSA Connects), which consists of public and private housing, health, and social service agencies, Treasure Coast Homeless Services Council, and Martin/St. Lucie Lending Consortium. The City of Port St. Lucie's Neighborhood Services Department has developed strong partnerships and relationships to enhance coordination between service providers, lenders, builders, developers, and housing providers as well as other local governmental agencies. Continuous feedback from these organizations is important and will continue to be a goal for next year's activities. Outside of the CDBG Planning process, the City meets with these groups on a regular basis to discuss needs within the community. Often these meetings lead to agencies collaborating on services, exchanging information, or providing referrals. The meetings also provide improved lines of communication, increased collaboration, and enriched citizen participation.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Port St. Lucie does not receive direct funding to address homeless needs. HUD is providing program funding for homeless services in St. Lucie County through the Continuum of Care administered by the Treasure Coast Homeless Services Council. The City of Port St. Lucie maintains its membership on the Council and the priorities established in this Action Plan match those of the regional Continuum of Care. The City is a member of the Treasure Coast Homeless Services Council, Inc. (TCHSC) which is the lead agency for the Regional Continuum of Care (CoC). The City participates in the Continuum and supports its efforts.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

ESG funding is received and managed by St. Lucie County. While the City of Port St. Lucie does not receive ESG funds, the City works with the Treasure Coast Homeless Services Council, Inc. (TCHSC) Governing Board. City staff invited members of the Continuum of Care Governing Board to participate in the agency survey. Additionally, a copy of the proposed plan was made available to the CoC for comment.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

See information in the attachment referring to the Treasure Coast Homeless Services, Inc. Annual Report. The City works in collaboration with all the agencies listed as part of the Continuum of Care on all County initiatives and the Point in Time Count, which is also available in the attachments. The City also works closely and is part of the County's Council of Social Agencies (COSA) and participates at all of the monthly meetings and has representation on the Board of Directors of this organization.

Table 2 – Agencies, groups, organizations who participated.

1	**Agency/Group/Organization**	FORT PIERCE
	Agency/Group/Organization Type	Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings with the local lending consortium provide joint efforts to meet housing needs and fair housing goals, where possible.
2	**Agency/Group/Organization**	ST. LUCIE HABITAT FOR HUMANITY CHDO, INC
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing Regional organization Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Phone calls, email and meetings. Working on a program to develop vacant lots for affordable housing and expand affordable housing initiatives and programs. Neighborhood Services participated in their committees and hosted a workshop.

4	**Agency/Group/Organization**	COUNCIL OF SOCIAL SERVICES AGENCIES INC
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Child Welfare Agency Regional organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings with local organizations to assess needs and cross-collaborate on programs. Joint efforts to meet needs and fair housing goals, where possible.
5	**Agency/Group/Organization**	St. Lucie County Health Department
	Agency/Group/Organization Type	Services-Health Services-Education Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy HOPWA Strategy Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings with local organizations to assess needs and cross-collaborate on programs. Joint efforts to meet needs and fair housing goals, where possible.
6	**Agency/Group/Organization**	Economic Development Council of St. Lucie County, Inc.
	Agency/Group/Organization Type	Services-Education Services-Employment Service-Fair Housing Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings with local organizations to assess needs and cross-collaborate on programs. Joint efforts to meet needs and fair housing goals, where possible. Plans for a new collaborative program to assist small businesses and minority businesses.

7	**Agency/Group/Organization**	BOYS AND GIRLS CLUB
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Regional organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings with local organizations to assess needs and cross-collaborate on programs. Joint efforts to meet needs and fair housing goals, where possible. Continued collaboration on expanding educational opportunities into low and moderate-income areas in PSL.

Identify any Agency Types not consulted and provide rationale for not consulting.

Local agencies are consulted through the City's participation in the Council of Social Services Agencies (COSA). Members of COSA received an Action Plan survey soliciting feedback on Community needs for CDBG funding.

Responses to the survey, if applicable, are attached to the Action Plan. A summary of comments that are not accepted and the reasons they were not accepted is also included.

**The completed surveys received by the City of Port St. Lucie will be attached to this document.*

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Treasure Coast Homeless Services Council, Inc. (TCHSC)	We support the goals of the organization in our Strategic Plan and keep updated with our attendance at meetings and consultation of data and annual reports. We contribute to the team effort for the annual Point-in-time Count and have collaborated on the creation of a homelessness task force. The Council was consulted for the development of other assistance programs in collaboration with the County and neighboring City for COVID related programs.
Housing Programs	Ft. Pierce Housing Authority	Public Housing Programs are consulted regularly together with eviction prevention tools.
Port St. Lucie Analysis of Impediments	City of Port St. Lucie	Goals within the Strategic Plan coordinate with and enhance the goals and objectives outlined in the AI to affirmatively further fair housing choice.
Port St. Lucie Comprehensive Plan	City of Port St. Lucie	Goals within the Strategic Plan coordinate with and enhance the goals and objectives outlined in the Comprehensive Plan's Housing Element.
Port St. Lucie Neighborhood Planning Documents	City of Port St. Lucie	Goals developed in the neighborhoods provide specific activities that are important to the citizens in a particular area.
Port St. Lucie Local Housing Assistance Plan	City of Port St. Lucie	Strategies set out in the Housing Assistance Plan are designed to meet housing objectives found in the Strategic Plan and leverage CDBG funding.
St. Lucie Economic Development (EDC) Strategic Plan	The EDC of St. Lucie County	The EDC Strategic Plan supports the same goals as the economic development portion of the Consolidated Plan, which are to attract new business, support expansion and retention of existing businesses, and advance community and economic development in the County.
Economic Development Goal Study	The EDC of St. Lucie County	The Economic Goal Study provides specific employment milestones for new primary industry jobs which will accomplish the goals in the Strategic Plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Local governments from St. Lucie County and Ft. Pierce meet as needed as part of the Martin / St. Lucie Lending Consortium to discuss homeownership activities. The governments have also begun to meet quarterly so that we can discuss common needs and find ways to share resources.

The City consulted with a variety of public entities in the development of this plan. Staff also relied upon the data, analysis, and projections from a variety of federal, state, local departments, and agencies, as well as regional organizations and educational institutions. Entities that played an important role in the Needs Assessment and Market Analysis of the Consolidated Plan through the provision of data included the following:

Florida Department of Health

St. Lucie County Health Department

U.S. Census Bureau

American Community Survey Estimates

U.S. Dept. of Housing and Urban Dev.

Comprehensive Housing Affordability Strategy (CHAS)

Office of Community Planning & Development Maps

University of Florida – Shimberg Center for Housing Studies

U.S. Bureau of Labor Statistics

The development of the Annual Action Plan requires the assistance of the local non-profit community and other organizations. Specific priorities are identified and ranked through that participation, utilizing one-on-one interviews, meetings, emails, and surveys. The City relies on its ongoing relationships to ensure that comments made during this planning process are incorporated into the Plan.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting.

The City has adopted a Citizen Participation Plan (which includes its Anti-Displacement Plan) that meets all HUD regulations. It is included in the Appendix of the Consolidated Plan. This plan requires a public hearing to solicit community needs; providing technical assistance when needed, advertising the availability of funds; and providing a thirty-day public comment period prior to submission of the Action Plan as per 24 CFR 91.105. This process provides an opportunity for citizens to take part in the planning process if they choose to do so.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Needs Survey	Minorities Non-English Speaking - Specify other language: Spanish & Creole Non-targeted/broad community Social Services Agencies				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish & Creole Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Social Services Agencies	City Council Public Hearings June 23, 2025, newspaper advertisement published 2 weeks prior and disseminated via all City media channels.	No comments received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish & Creole Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Social Services Agencies	City Council Public Hearing on June 23, 2025, and meetings on June 9, 2025, and June 16, 2025, newspaper advertisement published 2 weeks prior and disseminated via all City media channels. The hearings were advertised in the local newspaper & the local Spanish newspaper. The draft plan was presented to the City Council in a public hearing at City Hall. Stakeholders and the public were invited to attend.	No comments received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish & Creole Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Social Services Agencies	2 Public Stakeholder Workshops and Public Input Sessions were conducted in person and accommodation was offered, if needed. All data was reviewed to educate the public and stakeholders in Housing Survey needs and CDBG activities. City staff had significant background data for the public on City needs.	Summary of data collected provided as an attachment to the Action Plan.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Internet Outreach	Non-targeted/broad community Website	Surveys, public meeting information and processing information were published on the City's website and calendar. Ads were published on all the City's social media channels.	None	N/A	www.cityofpsl.com/CDBG

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City expects to receive the following Federal, State, and Local Resources during 2025/26 fiscal year to address priority needs and specific

objectives identified in the Annual Plan:

a. Federal Programs

- CDBG Entitlement
- Neighborhood Stabilization Program (NSP1 and 3) - program income
- HOPWA – funding re-designated to the State Department of Health
- HOME – funding re-designated to St. Lucie County and used for a collaborative Tenant Rental Based Assistance (TBRA) Program

b. Non-federal (State) Programs

- State Housing Initiatives Partnership (SHIP) housing funds.
- General Fund - City funds
- Private Lenders
- Non-profits

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,086,454	0	0	1,086,454	1,752,454	All funds have been obligated for projects and/or administration.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

There are no matching requirements for the CDBG program. The City leverages CDBG program funds with the State Housing Initiatives Partnership (SHIP) program for its affordable housing programs, including owner-occupied rehabilitation, acquisition/rehabilitation, and new construction. Additionally, the City's Neighborhood Stabilization Programs (1 and 3) may generate program income. HUD has issued recent information regarding NSP close out and will allow some of NSP program income to be transferred to CDBG. The City will be working with HUD to close out the NSP3 Grant and to expend the rest of the NSP1 funds. The City will continue its research to find new or existing funding sources that may be utilized to fulfill the goals and objectives of the Consolidated Plan and Action Plan. This includes supporting applications from other entities for funding under competitive grant programs wherever possible.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The City has a significant inventory of publicly owned land/property within its jurisdiction, but these properties are generally earmarked for capital projects, such as road expansions, stormwater retention, lift stations, etc. The City is required by state law to review its inventory annually to determine if any surplus property should be made available for affordable housing. In the last current review, the city is designating approximately seven (7) residential lots as appropriate for affordable housing.

Discussion

Port St. Lucie's anticipated funding allocation will address many of the City's goals, including housing, non-homeless special needs, community development and economic development. The City also has a network of public or social service providers, located St. Lucie County, to help address these goals through financial leveraging, as well as other Federal funding sources and other agency and program funding.

The City is also anticipating continuing to receive, via the HOME Consortium, approximately $250,000 annually which will all be allocated to the newly established senior specific Tenant Based Rental Assistance (TBRA) program. Additional funding from the State Housing Initiatives Partnership (SHIP) Program of just under $2 million will be allocated to Housing Services, primarily homeowner repair and rehabilitation. NSP 1 and 3 grants' program income will be allocated to NSP related Housing Services 2025/26 and subsequent years. Future NSP program income received will be used to close out the grants or transferred to the CDBG program. A Community Land Trust program has been established for the construction, acquisition, and/or retention of affordable housing stock.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	INFRASTRUCTURE IMPROVEMENT	2025	2026	Non-Housing Community Development Infrastructure Improvement	Windmill Point City of Port St Lucie	PROVIDE FOR INFRASTRUCTURE IMPROVEMENTS	CDBG: $341,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 20000 Persons Assisted
2	CODE COMPLIANCE	2025	2026	Non-Housing Community Development	City of Port St Lucie	CODE COMPLIANCE ASSISTANCE	CDBG: $200,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted Housing Code Enforcement/Foreclosed Property Care: 10000 Persons Assisted
3	REHABILITATION OF OWNER-OCCUPIED HOUSING UNITS	2025	2026	Affordable Housing	City of Port St Lucie	INCREASE ACCESS TO AFFORDABLE HOUSING	CDBG: $160,000	Homeowner Culvert Replacement Assistance Program (program in development) & Homeowner Water/Sewer Connection Assistance Program (100% forgivable grant for qualified low- and moderate-income households. Rehabilitated: 25-50 Households Housing Units

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	ECONOMIC DEVELOPMENT	2025	2026	Non-Housing Community Development	City of Port St Lucie	ECONOMIC OPPORTUNITY & DEVELOPMENT	CDBG: $70,000	Small Business Commercial Façade Improvement Grant Program (Businesses assisted: 4-8)
5	PUBLIC SERVICE	2025	2026	Non-Housing Community Development	City of Port St Lucie	PUBLIC SERVICE	CDBG: $75,000	Boys and Girls "Mobile"Club Program: Public Service Activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted
6	ECONOMIC DEVELOPMENT	2025	2026	Non-Housing Community Development	City of Port St Lucie	ECONOMIC OPPORTUNITY & DEVELOPMENT	CDBG: $40,000	Small Business Accelerator Grant Program (Businesses assisted: 8-10)
7	ADMINISTRATION & PLANNING	2025	2026	Administration & Planning	City of Port St Lucie		CDBG: $200,454	Other: 30000 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	INFRASTRUCTURE IMPROVEMENT
	Goal Description	This will cover the replacement of 19 failed City-owned culverts in the Whispering Pines Neighborhood or Windmill Point area. It will also include the addition of a bike lane off of Veteran's Memorial Highway and Port St. Lucie Blvd. and a sidewalk connection in that same Community Redevelopment Area. It will also include making necessary safety modifications and planning a future renovation for the City's Police Athletic League (PAL) facility.
2	**Goal Name**	CODE COMPLIANCE
	Goal Description	Code Compliance assistance programs. Two Code Compliance Officers will be funded with CDBG funding to assist more in low- and moderate-income areas and prevent further adverse effects as a result of the City's excessive and fast-paced growth. Project covers all CDBG Census Tract areas.
3	**Goal Name**	REHABILITATION OF OWNER-OCCUPIED HOUSING UNITS
	Goal Description	The City will continue to fund grants for low- and moderate- income households to help connect a septic system to the City's water/sewer lines. Additionally, the City will also finalizing the building of a new program to assist low- and moderate-income households build culverts in targeted areas as part of the stormwater management and improvement plans.
4	**Goal Name**	ECONOMIC DEVELOPMENT
	Goal Description	The City will continue its new Commercial Façade Grant Program run through the City's Economic Development Office. We will offer this as an opportunity to help small businesses redevelop in targeted CDBG areas as low- and moderate- income households.
5	**Goal Name**	PUBLIC SERVICE
	Goal Description	Funding for the City's Boys and Girls "Mobile" Club. This program provides educational opportunities in low- and moderate-income Census Tracts that don't have access to physical fixed clubs.
6	**Goal Name**	ECONOMIC DEVELOPMENT
	Goal Description	The City will continue to fund the Business Accelerator Grant Program run through the City's Economic Development Office. Each year the office also does procure varying amounts of matching dollars from local banking institutions to fund additional grants for businesses with moderate income levels higher than 80%.

7	**Goal Name**	ADMINISTRATION & PLANNING
	Goal Description	Funding for the administrative and staffing costs of managing the CDBG program and activities.

Projects

AP-35 Projects – 91.220(d)

Introduction

CDBG funding for 2025/26 fiscal year in the amount of $1,086,454,

has been allocated to community development, public facilities, infrastructure improvement, public services, and administrative activities. Administrative funding totals $200,454; CDBG project funding for 2025/26 totals $886,000. Funding for projects and programs is allocated under goals and programs: stormwater improvements through a large-scale culvert project in the City's target area, funding for code inspections and case processing, sidewalk improvement including ADA connectivity and adding a bike lane. Economic Development program in support of minority and small business assistance, and public service support for the St. Lucie County Boys and Girls "Mobile" Club to assist disadvantaged areas. Alternate projects will be accommodated if funding permits, including when program income is received and will be analyzed on a case-by-case basis.

Projects

#	Project Name
1	Infrastructure Improvements
2	Code Compliance Officer Funding
3	Homeowner Culvert Replacement Grant Program
4	Homeowner Water/Sewer Connection Grant Program
5	Small Business Commercial Façade Improvement Grant Program
6	Boys and Girls "Mobile" Club 2024-25 Program
7	Small Business Accelerator Program
8	Administration & Planning

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

Sidewalk and bike lane improvements in Census Tract 382010, and infrastructure improvements in Census Tract 382115 (specifically culvert replacement for stormwater management), also Public Facility improvements in Census Tract 381802 as well as housing rehabilitation, economic development, and public services in all qualified Census Tracts and across the City.

Economic Development programs, public services, code compliance/enforcement, and repair/rehabilitation of owner-occupied residences will continue for all qualified Census Tracts of the City and for individually qualified low- and moderate- income households in all areas of the City as well as grants for connection to water service and sewer collection lines.

Alternate projects are approved for completion if others come in under budget or are not able to be completed in a timely manner. These projects will be in low- and moderate- income areas or serve low- and moderate- income households and include the following:

- additional funding for repair/rehab of owner-occupied low/mod housing
- additional infrastructure improvements in low/mod income areas
- additional public facility improvements in low/mod income areas
- additional public service activities
- additional economic development activities
- additional housing activities

Specific alternate projects identified are park security and fiber equipment, park improvements, playground installations, commercial grants, economic development for business owners, as well as other economic development activities. All details can be viewed in Exhibit A (attached).

No obstacles are expected.

City-wide project, assistance will be assigned based on individual household income.

Connection to City's sewer lines as a result of failed or failing septic tanks for individual property owners that qualify as low- and moderate-income households.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	
	Target Area	City of Port St Lucie
	Goals Supported	INFRASTRUCTURE IMPROVEMENT
	Needs Addressed	PROVIDE FOR INFRASTRUCTURE IMPROVEMENTS
	Funding	CDBG: $341,000
	Description	This will cover the replacement of 19 failed City-owned culverts in the Whispering Pines Neighborhood or Windmill Point area ($252,000). It will also include the addition of a bike lane off Veteran's Memorial Highway and Port St. Lucie Blvd. ($4,000) and a sidewalk connection in that same Community Redevelopment Area ($60,000). It will also include making necessary safety modifications and planning a future renovation of the City's Police Athletic League (PAL) facility ($50,000).
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	50000 persons in the surrounding area
	Location Description	Water, Windmill Point, City of Port St Lucie. Targeted areas benefitted: Census tracts: 382010, 382115, and 381802.
	Planned Activities	Culvert Replacements = $252,000, Bike Lane installation = $4,000, Sidewalk connection installation = $60,000, and gym facility safety improvements = $50,000.
2	**Project Name**	Code Compliance Officer Funding
	Target Area	City of Port St Lucie
	Goals Supported	CODE COMPLIANCE
	Needs Addressed	CODE COMPLIANCE ASSISTANCE
	Funding	CDBG: $200,000
	Description	Fund (2) Officers and all activities associated with the specialized work per CDBG rules and regulations and Special Magistrate expenses.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	20000 persons in the surrounding area

	Location Description	City of Port St. Lucie low- and moderate-income Census Tracts.
	Planned Activities	Fund (2) Officers and all activities associated with the specialized work per CDBG rules and regulations and Special Magistrate expenses.
3	**Project Name**	Homeowner Culvert Replacement Grant Program
	Target Area	Water, Windmill Point, City of Port St Lucie
	Goals Supported	REHABILITATION OF OWNER-OCCUPIED HOUSING UNITS
	Needs Addressed	REHABILITATION OF OWNER-OCCUPIED HOUSING UNITS & WATER QUALITY IMPROVEMENTS
	Funding	CDBG: $80,000
	Description	Expanding affordable housing initiatives in low- and moderate-income Census Tracts contributes to improving water quality and stormwater management facilities.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 8 Households
	Location Description	City's low- and moderate- income Census Tracts and low- and moderate- income households.
	Planned Activities	Assisting residents with low- and moderate- incomes with building residential culverts.
4	**Project Name**	Homeowner Water/Sewer Connection Grant Program
	Target Area	City of Port St Lucie
	Goals Supported	REHABILITATION OF OWNER-OCCUPIED HOUSING UNITS
	Needs Addressed	REHABILITATION OF OWNER-OCCUPIED HOUSING UNITS & WATER QUALITY IMPROVEMENTS
	Funding	$80,000
	Description	Expanding affordable housing initiatives in low- and moderate-income Census Tracts contributes to improving water quality and stormwater management facilities.
	Target Date	9/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 8 Households
	Location Description	City's low- and moderate- income Census Tracts and low- and moderate- income households.
	Planned Activities	Assisting residents with low- and moderate- incomes with connecting residential housing units to the City's water/sewer system.
5	**Project Name**	Small Business Commercial Façade Improvement Grant Program
	Target Area	City of Port St Lucie
	Goals Supported	ECONOMIC DEVELOPMENT
	Needs Addressed	ECONOMIC OPPORTUNITY & DEVELOPMENT
	Funding	CDBG: $70,000
	Description	Small Business Commercial Façade Improvement Grant program to assist in redeveloping areas and promoting economic development opportunities.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	7 Small Businesses
	Location Description	City of Port St. Lucie
	Planned Activities	The program will be offered Neighborhood Services and the Economic Development office. It will provide a matching grant for businesses wanting to improve their façade in targeted areas. The purpose of the program is to enhance economic activities, create jobs and assist in the expansion and growth of the existing business community in Port St Lucie to 8 Small Businesses.
6	**Project Name**	Boys and Girls Club "Mobile" Club 2025-26 Boys and Girls Club "Mobile" Club
	Target Area	Windmill Point City of Port St Lucie
	Goals Supported	PUBLIC SERVICE
	Needs Addressed	PUBLIC SERVICE

	Funding	CDBG: $75,000
	Description	Expanding educational initiatives in low- and moderate-income Census Tracts that do not have access to fixed club facilities.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10000
	Location Description	City's low- and moderate-income Census Tracts.
	Planned Activities	Expanding educational initiatives in low- and moderate-income Census Tracts that do not have access to fixed club facilities.
7	**Project Name**	Business Accelerator Program
	Target Area	City of Port St Lucie
	Goals Supported	ECONOMIC DEVELOPMENT
	Needs Addressed	ECONOMIC OPPORTUNITY & DEVELOPMENT
	Funding	CDBG: $40,000
	Description	Small Business Accelerator Program: The program will be offered by the Small Business Development Center and provide business counseling, technical assistance, and training for small businesses. The purpose of the program is to enhance entrepreneurial skills and activities, create jobs and assist in the expansion and growth of the existing business community in Port St Lucie to 5 Small Businesses.
	Target Date	9/30/2026
	Estimate the number and type of small businesses that will benefit from the proposed activities	8
	Location Description	City of Port St. Lucie
	Planned Activities	Business Accelerator Program – The program will be offered by the Small Business Development Center and provide business counseling, technical assistance, and training for small businesses. The purpose of the program is to enhance entrepreneurial skills and activities, create jobs and assist in the expansion and growth of the existing business community in Port St Lucie to 8 Small Businesses.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

Incorporated in 1961, the City of Port St. Lucie is a community that occupies 120 square miles located in southern St. Lucie County. The City of Port St. Lucie is one of the fastest growing communities in Florida. In 1970 we had 331 permanent residents. Today, with over 250,000 residents we are the 2nd largest city in South Florida, the 6th largest city in Florida and the 96th largest city in the United States and we are still growing, estimated to be about halfway built out. The City is experiencing unprecedented, exponential growth and it is forecasted to continue. Its CDBG activities are vital in helping to assist in managing that growth.

Low Income Census Tracts: As of the 2020 ACS data, there were thirty-six (36) census tract block groups within the City where over 51% of the residents (Port St. Lucie's Exception Criteria) had incomes in the highest quartile of the City in terms of concentration of low/mod persons. The City does not reserve funding for any area, but these census tracts/block groups are the locations where the City intends to conduct CDBG activities on an area-wide basis when opportunities and funding are available.

Minorities: According to the 2020 US Census estimated demographic summary data, the minority population of Port St. Lucie has increased compared to the 2010 US Census. The 2020 demographic summary data shows an 43% increase in the Black/African American population from 26,524 in 2010 to 37,970 in 2020. The Hispanic population increased 60%; from to 29,845 in 2010 to 42,444 in 2020. The Asian population increased 68% from 3,280 in 2010 to 5,506 in 2020. There are no minorities groups that encompass more than 25% of the population.

Geographic Distribution

Target Area	Percentage of Funds
WATER	45
Windmill Point	40
City of Port St Lucie	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As indicated above there are fifteen census tract block groups within the City where over 51% of the residents (the City's Exception Criteria) have incomes below the region's median low- income; ten of those block groups include more than 50% of residents whose incomes fall within that category. Those lower income areas are disbursed throughout the City. The City has allocated most of its Community Development Block Grant project resources in one or more of these HUD designated low- and moderate- income areas for infrastructure projects. The CDBG repair/rehabilitation program, however, has expanded the focus for allocation of funds from low-income neighborhoods only to include low-

income households. The CDBG program will target assistance to the census tracts that fall within the 51% exception criteria based on 2020 ACS estimate of the city as follows: 381802, 381603, 381804, 382009, 382012, 382014, 382010, 381504, 381508, 381506, 382008, 382130, 382129, 382126, 382124, 382121, 382119, 382117, 382115, 382112, 382015, and 382016.

The NSP 1 and NSP 3 programs required targeting of the highest need areas based on foreclosures and foreclosure risk within the following nine (9) designated census tracts: 3821.05, 3821.04, 3815.03, 3820.05, 3820.02, 3820.03, 3820.01, 3818.02, 3818.01.

Discussion

The City of Port St. Lucie intends to allocate investments to low/moderate income neighborhoods and low- and moderate- income households as much as possible. In most cases, 100% of the funding goes to support these priorities.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Efforts to support affordable housing initiatives are a compilation of all activities across the division which are supported by CDBG funding and program income. CDBG funding and program income comprise just a portion of the efforts' funding.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	70
Special-Needs	0
Total	70

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	70
Acquisition of Existing Units	0
Total	70

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City intends to assist homeowners with water/sewer connections for at least forty (10) households using 2025/26 remaining grant funds, an additional allocation, and/or program income from past CDBG housing activities. Additionally, at least twelve (10) more households will be assisted with culverts. We also anticipate repairing a total of approximately 50 homes using the estimated allocation from State Housing Initiatives Partnership (SHIP) funding. We are currently completing the execution of a homebuyer assistance program via the American Rescue Plan Act (ARPA) which will contribute approximately another four (4) housing units to our local Community Land Trust program. We are also in the process of planning to expand this program with any additional NSP program income and conduct a home construction project with HOME funding, in partnership with the County. City-owned vacant lots that are not needed for other infrastructure projects are also being allocated to future housing projects.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Port St. Lucie has no public housing units, and there are no plans for any public housing improvements. Section 8 Housing Choice Vouchers can be utilized in Port St. Lucie when they are available. A waiting list has been established by the Ft. Pierce Housing Authority; no vouchers are currently available.

Actions planned during the next year to address the needs to public housing.

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership.

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.

The Housing Authority of Ft. Pierce is not designated by HUD as a troubled housing authority.

Discussion

The City of Port St. Lucie, as indicated above, does not have a housing authority or public housing. Our housing programs are available to all households that meet the qualifications and need assistance for repair/rehabilitation or home purchase.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Port St. Lucie does not receive direct funding to address homeless needs. HUD is providing program funding for homeless services in St. Lucie County through the Continuum of Care (CoC) administered by the Treasure Coast Homeless Services Council, Inc. (TCHSC). The City of Port St. Lucie maintains its membership on the Council and the priorities established in this Action Plan match those of the regional CoC. The City supports TCHSC's grant applications to HUD and achieving its goals of aiding and resources through its programs and facilities. The City funded Eviction Diversion in collaboration with St. Lucie County at TCHSC with coronavirus funding from CARES ACT and ARPA. The City will continue to provide that funding and support the program until funding is exhausted or recaptured.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City is a member of the area's Continuum of Care managed by Treasure Coast Homeless Services Council, Inc. (TCHSC). Please see TCHSC Annual Report attached.

The City has also partnered with the other municipalities in the County (St. Lucie County and Ft. Pierce) as well as all local stakeholders to form a Taskforce on Homeless which formalized itself as an Advisory Committee and created a 4-year Strategic Plan this past year (attached).

The City of Port St. Lucie supports the goals of the regional CoC which include the following:

1. Provide rapid rehousing for homeless persons and families, including barrier free permanent supportive housing for severely mentally ill persons;
2. Secure state and federal funding to provide rental assistance to low- and moderate-income families to prevent homelessness;
3. Provide affordable housing to Veterans returning from recent conflicts through cooperation with HUD VASH and Supportive Services for Veteran Families programs.

Addressing the emergency shelter and transitional housing needs of homeless persons

4. In 2024, the TCHSC was able to provide its top five (5) services (including: housing, utilities, case management, health and food) to 22,408 individual clients in St. Lucie County. This encompasses more than $1.8 million in funds. This provided some short-term stability for families with children while housing was secured. This assistance was managed through its Coordinated Entry

System. This year the amount of funding available was reduced as COVID-19 related funding has been reduced or is no longer available. Assistance provided included $1,494,254.69 in Housing Related Services, $199,953.13 in Utilities assistance, $97,206.05 in Case Management Services, $43,364.69 in Health Services, and $56,808.10 in Food Services, just in St. Lucie County. Funding for these services came through CARES Act and ARPA coronavirus funding, FEMA, Community Church, Challenge Grant, Emergency Solutions Grants (ESG) Program and the Supportive Services for Veteran Families (SSVF) Program. Additionally, $445,740 in permanent supportive housing services were provided to 47 clients in St. Lucie County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Permanent supportive housing is the best solution to end chronic homelessness. Permanent supportive housing pairs a long-term housing subsidy with case management and supportive services. This approach has been shown to not only help people experiencing chronic homelessness to achieve long-term housing stability but also improve their health and well-being. A cost-effective solution, permanent supportive housing has also been shown to lower public costs associated with the use of crisis services such as shelters, hospitals, jails, and prisons.

The best way to combat homelessness is to provide short-term intervention so that families do not become homeless, to begin with. The TCHSC housed a total of 47 clients/households in St. Lucie County using a total of $445,740 in award funds. All permanent supportive housing in the CoC is tenant-based rental assistance. TCHSC also provided Housing Assistance and Emergency Housing (including homeless prevention, rapid re-housing, Veteran's housing services, emergency shelter and hotel/motel and mortgage assistance) with grant funding (from Challenge, ESG, FEMA, SSVF, SLC Diversion). The TCHSC continues to work with the St. Lucie County Housing Hub help with Eviction Diversion, Social Security Applications, Document Services, SNAP/EBT Applications and Medical Services Referrals.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The TCHSC administers Emergency Solutions Grant funds for the Treasure Coast to pay rental and

utilities directly to landlords and utility providers to prevent individuals and families from becoming homeless through eviction or lack of utilities. It administers funding from various faith-based organizations and tracks assistance provided by other agencies, using an automated database which allows for unduplicated service delivery to people requesting assistance. TCHSC also provides support to Children's Home Society to ensure that homeless youth receive adequate shelter. The TCHSC is a HUD certified housing counseling agency which has a successful track record in working with banks and other lien holders to prevent foreclosure and to modify mortgage on behalf of persons who are at or below 50% of the area median income.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City completed its most recent Analysis of Impediments in March 2017 and finalized a new analysis/update that was completed in May 2022.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

The Analysis found no evidence of public policies that impede fair housing choice in the City of Port St. Lucie. The City continues to implement its state-required regulatory reduction program, including providing incentives for affordable housing, providing development review priority, reviewing proposed ordinances for their impact on the cost of housing, and maintaining an inventory of property available for affordable housing.

Discussion:

In addition to the above, the City continues to implement the following actions in order to provide a more proactive approach to address potential barriers to affordable housing as follows:

- Continue to enforce its fair housing ordinance. Proclaims one month of each year fair housing month and display fair housing posters in all appropriate public buildings. Works with other public and private organizations to improve educational activities such as training seminars, symposiums and housing events that expand the understanding of legislation associated with Fair Housing. Information regarding housing and services for persons with disabilities will be included. Continues to print and distribute (in English/Spanish) fair housing brochures in the City's facilities and distribute fair housing pamphlets to social service agencies. Collaborate with community and professional organizations to promote a fair housing educational program.

AP-85 Other Actions – 91.220(k)

Introduction:

Housing Needs: There are several major obstacles that prevent the City from addressing its most pressing affordable housing needs. The first and most daunting obstacle to meeting the City's identified needs is the lack of enough monetary resources to fund programs. Cutbacks in federal, state and local funding levels affect programs that help the City's low-income residents. Rising housing costs are making affordable housing harder to obtain and budget deficits are still a factor.

The gap between the cost of housing and the buyers' ability to make mortgage or rent payments continues to grow. Even though the median income and median housing costs continue to grow, affordable housing is still not attainable for all members of the area's workforce. The city has few multi-family rental units, and the market has relied on single-family homes for rentals throughout the years. That increases the average cost of rentals. Many single parents with children cannot afford to buy or rent, as their wages do not cover monthly housing costs for even the smallest unit.

The aging of the City's housing stock continues to be an increasing need for repair/rehabilitation assistance for our low/moderate income residents. Households are not able to spend enough money on maintenance, causing housing values and neighborhoods to be affected.

Another major obstacle to addressing housing needs involves the City's elderly population, which is aging in place. This group remains of great concern in the short term as well as the long term. Many of these individuals have been able to pay off their mortgages over the years, but some can't afford the high cost of insurance and/or taxes, and they don't have extra funds to pay for repairs when they are needed.

We continue to receive calls for referrals to assisted living and/or affordable rentals for all low-income residents who need affordable housing.

A full housing needs analysis was completed in 2024, and information will be further analyzed and incorporated into next year's 5-year consolidated plan.

Actions are planned to address obstacles to meeting underserved needs.

The City is continuously looking for additional resources, especially federal and state economic opportunity grant funding, to increase funding for underserved needs in the City.

The City has also contracted with a consulting firm to research and apply for additional grant

opportunities.

Actions are planned to foster and maintain affordable housing.

In order to address the lack of enough funding, the City establishes priorities at the beginning of the fiscal year and reassesses those priorities throughout the year. Funds allocated for one activity are sometimes shifted to another activity when priorities change. The City also attempts to leverage federal funding with state, local and private resources where possible.

In order to address the affordability gap, the City continuously reviews its housing plan to find new ways for the very low and low-income families to purchase homes. As housing prices continue to increase, we may have to provide additional funds to cover down payment and closing costs.

The repair/rehab programs (SHIP/CDBG) have been planned to address the housing stock through the following housing programs:

1. CDBG YEARLY ENTITLEMENT FUNDING - Housing (Administered by HUD – Federal): Grant funding and or Program Income will be utilized for housing activities as follows:

Description: Repair/rehab of existing homes for low to moderate-income homeowners; output indicator includes units already being rehabbed with prior year funding; output Indicator Units: 50

2. STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM YEARLY ENTITLEMENT ALLOCATION (Administered by Florida Housing Finance Corporation - State):

The City is estimated to receive $1,949,380 in SHIP funding for 2025-26, which includes 10% for administration. Units being funded will be counted as completed in 2025-26;

3. NEIGHBORHOOD STABILIZATION PROGRAM [NSP 1 and NSP 3] (Administered by HUD – Federal)

HUD allocated in 2009 NSP 1 funding to the City of Port St. Lucie for purchasing, rehabbing and reselling foreclosed homes to eligible low to middle-income households. We currently have $305,284 grant funding available. HUD allocated NSP 3 funding in 2011, which has been fully expended. For 2025-26, we have NSP1 funds totaling $838,238.64 from grant funding & program income. We are currently closing out NSP3 and any NSP3 program income earned will be used to fund housing activities either in tandem

with NSP1 or transferred and used under the CDBG program.

NSP project funding is expected to be utilized to produce the following in the coming year.

- Home Buyer assistance

Actions planned to reduce lead-based paint hazards

The City realizes that lead-based paint can be a serious health threat. We have not, in the past, encountered homes that were built prior to 1978, and lead-based paint hazards have not been identified. Some of the homes purchased under the NSP program, that were built prior to 1978, were tested and the lead-based paint was abated as needed. The City has no conventional public housing units, and with the housing stock throughout the City being quite new, potential risks of lead-based paint hazards have been significantly reduced.

The County's Public Health department has established a lead screening process to screen school children less than 7 years old for and treat high levels of exposure to lead. All high elevated levels are reported to EPI and investigated by an EPI nurse.

All housing units built prior to 1978 proposed for rehabilitation under the City's program are screened to determine possible LBP hazard before funds are utilized. If a hazard is suspected, the owner of the home being rehabbed is given the EPA Fact Sheet - *Identifying Lead Hazards in Your Home* and the EPA publication - *Protect Your Family from Lead in Your Home*. If the repair will disturb any surface containing lead, abatement procedures must be utilized before the repair can go forward. In all programs where federal funds are expended on a housing unit, the City incorporates the current procedures for hazard reduction or LBP abatement guidelines as defined in 24 CFR Part 35.

Actions planned to reduce the number of poverty-level families

During the coming year the City will address increased income and job opportunity for low-income households through its community development and housing programs as follows:

- Community Development Block Grants (CDBG): CDBG funding may be used this year to make improvements in city parks; other projects will improve infrastructure in several neighborhoods as well as repair/rehabilitation. Contractors will be encouraged to hire from the neighborhood, if possible, to support low-income residents. The funds will also be used for repair/rehab of low to moderate income housing. CDBG funding will be utilized to assist with water/sewer connections which address environmental concerns due to aging septic tanks, and homeowner

culvert improvements which aid in storm water drainage.

- Neighborhood Stabilization Program (NSP 1 and 3): The City is also looking into expanding its Homebuyer Assistance Program with NSP funds.

Actions planned to develop institutional structure

The Neighborhood Services Department is responsible for administering the State Housing Initiatives Partnership (SHIP) housing program, the Neighborhood Stabilization Program (NSP1 and 3), the Community Development Block Grant (CDBG), and many other communities and/or economic development grants received by the City of Port St. Lucie. In order to coordinate assessments of needs and provision of services within the City, a Grant Committee meets with the City Manager and/or Assistants to discuss issues and assessments of needs at the City Department level. Also, the City meets on a regular basis with Community Services staff from the County and City of Fort Pierce at the Lender Consortium meetings to coordinate low-income homeownership opportunities in St. Lucie County. The Department also maintains active memberships in social service groups and boards as follows:

A staff member of the Neighborhood Services department attends meetings of the Treasure Coast Homeless Services Council, Inc. This group facilitates the Continuum of Care Plan by coordination and cooperation with agencies and organizations providing services to the homeless.

Neighborhood Services is also represented on the St. Lucie Council of Social Agencies (COSA Connects), a group of social agencies whose members join to discuss ways to better serve the needs of their clients.

Actions planned to enhance coordination between public and private housing and social service agencies

The City works closely with local social service providers, lenders, builders, developers, and housing providers and other local governmental agencies on a regular basis as members of St. Lucie Council of Social Agencies (COSA Connects), which consists of public and private housing, health, and social service agencies; Treasure Coast Homeless Services Council; and St. Lucie / Martin Lending Consortium. Continuous feedback from these organizations is important and will continue to be a goal for next year's activities.

Discussion:

The City of Port St. Lucie plans its activities based on funding available to address the needs that are set out in our Consolidated Plan. As additional resources become available, we reassess our needs and determine if those needs still exist in the priority in which they were established. We may change priorities based on current needs and the degree to which past needs have been satisfied.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City receives program income from CDBG related sources, but funding from the repair and rehabilitation program may be returned when the properties are sold or when refinances require that the deferred loan is paid off. We receive payoffs as families decide to relocate.

All activities planned will benefit low- and moderate- income clients either directly thru the Repair/Rehabilitation program or with infrastructure activities in low- and moderate- income areas as shown in our Consolidated Plan for years 2021 thru 2025.

Attachments

Citizen Participation Comments – will be updated after public comment period

City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

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RESIDENTS BUSINESS GOVERNMENT DESTINATIONS

Home / **City meeting offers opportunities to provide input on CDBG grants**

City meeting offers opportunities to provide input on CDBG grants

Published on May 22, 2025

What: The City of Port St. Lucie is seeking residents' input on allocating federal Community Development Block Grant (CDBG) funds to help low- to moderate-income residents and neighborhoods within the City. CDBG program funds can be used to build community facilities, roads and parks; repair or rehabilitate housing; provide new or increased public services to residents; or to fund initiatives that generate or retain new jobs.

When: Join us Thursday, June 5 at 6 p.m. to learn about the proposed projects being considered for grant funding.

Where: There are three ways to participate in the conversation:

1. In person at City Hall, 121 SW Port St. Lucie Blvd., in the City Council Chambers.
2. Virtually on Zoom. Click here to register for the information session.
3. Complete a survey about the City's CDBG program. Access the survey here.

Why: A citizen participation process helps determine community development needs. As part of this process, the City solicits public input in the preparation of the annual action plan.

About CDBG: The CDBG Program is a formula-based, entitlement grant provided by the U.S. Department of Housing and Urban Development (HUD). The primary purpose of the CDBG program is to develop viable urban communities and provide services to principally low-income citizens and their neighborhoods.

To learn more about Port St. Lucie's Community Development Block Grant funding, visit CityofPSL.com/cdbg.

Tagged as:

Announcements & Notices | Business & Economy | Events & Activities | Projects / Improvements

Share

https://www.cityofpsl.com/News/2025/City-meeting-offers-opportunities-to-provide-input-on-CDBG-grants

City of Port St. Lucie - City Hall
May 23 at 1:09 PM ·

The City of Port St. Lucie is seeking residents' input on allocating federal Community Development Block Grant (CDBG) funds to help low- to moderate-income residents and neighborhoods within the City.

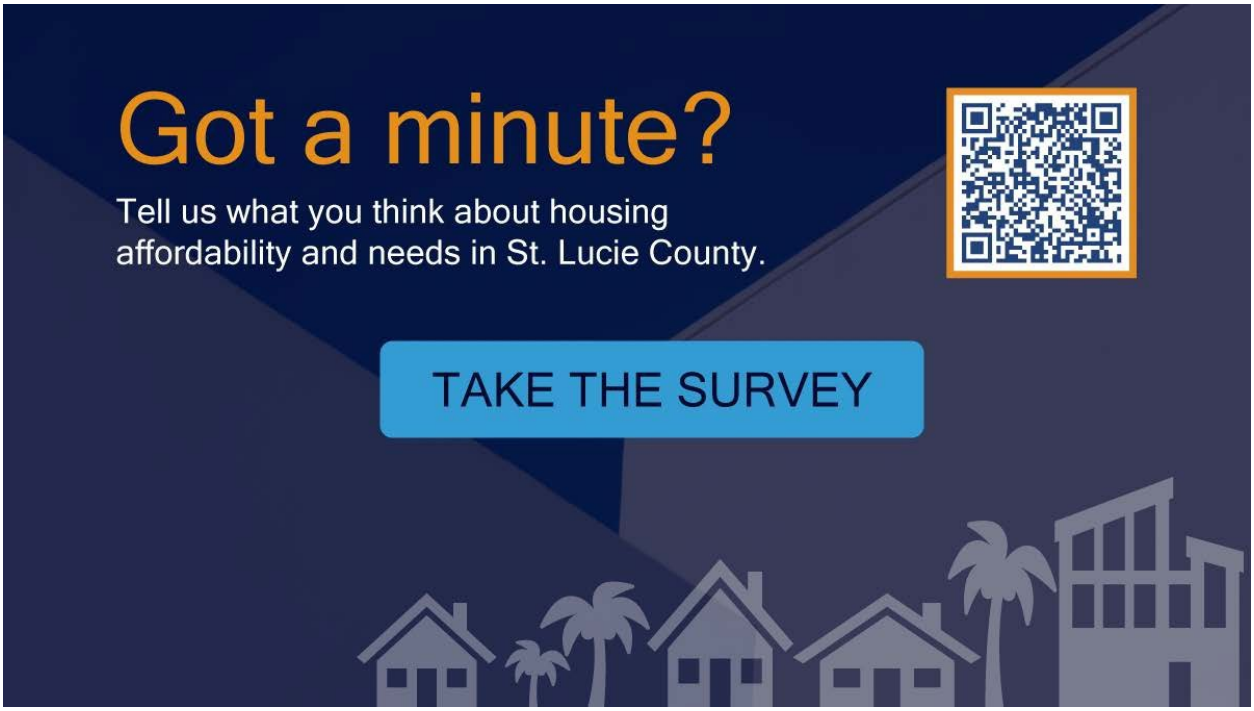
Residents are encouraged to attend a community meeting to learn about the proposed projects being considered for grant funding.

⏰ 6 p.m. Thursday, June 5
📍 City Hall, 121 SW Port St. Lucie Blvd.

Residents also can attend virtually on Zoom. To register and to take a survey, visit https://link.cityofpsl.com/3H8YsBX

For more information about the CDBG program, visit www.cityofpsl.com/cdbg.

Got a minute?
Tell us what you think about housing affordability and needs in St. Lucie County.
TAKE THE SURVEY


Got a minute?
Tell us what you think about housing affordability and needs in St. Lucie County.
TAKE THE SURVEY

City of Port St. Lucie - City Hall
March 7 ·

The Boys & Girls Clubs of St. Lucie County's Mobile Club is rolling up to Whispering Pines Park! 😎

There will be fun, educational activities -- and a free lunch or snack! -- for kids of all ages from 11 a.m. to 2 p.m. Saturday, March 9 and during Spring Break, March 18-22.

There will be:
👉 Life-enriching programs
👉 Unique experiences
👉 Tutoring & homework help with certified teachers
👉 Free lunch and snacks to students who participate
👉 Tons of fun!

Whispering Pines Park is located at 800 SW Darwin Blvd.

This program is funded by the City of Port St. Lucie's Community Development Block Grant Program.

For more information, call Jalene Henley at 772-460-9918, ext. 203, email jhenley@bgcofslc.org or visit bgcofslc.org.

https://www.youtube.com/watch?v=maZNiNIoO34

City of Port St. Lucie - City Hall
April 4 ·

The Boys & Girls Clubs of St. Lucie County's Mobile Club is rolling into parks again, every Saturday in April and May! 😎

Youth ages 6-18 can participate in life-enriching programs such as science and math-themed activities 🧪 healthy lifestyle activities 🤸 financial responsibility programs 💵 and even tutoring!

Check out the Mobile Club at these parks:

River Park (St. Lucie County-managed park in Port St. Lucie)
📅 11 a.m. to 2 p.m. April 5, April 19 and April 26
📍 500 E. Prima Vista Blvd.

Oxbow Eco-Center (St. Lucie County Earth Day Festival)
📅 10 a.m. to 4 p.m. April 12
📍 5400 NE St. James Drive

Turtle Run Park
📅 11 a.m. to 2 p.m. May 3, May 10, May 17 and May 24
📍 1945 SW Cameo Blvd.

This program, funded by the City of Port St. Lucie's Community Development Block Grant Program, allows the Club to reach young people who might not be exposed to its traditional brick-and-mortar facilities.

For more information, visit www.bgcofslc.org.

Boys & Girls Clubs of St. Lucie County and 46 others 1 comment 9 shares

Like Comment Share

MOBILE CLUB SUMMER SCHEDULE 2025

11AM-2PM

Canal Park
400 S.E. Glenwood Avenue, Port St. Lucie 34984
June 9th – 12th
Theme: Olympics Week

Jessica Clinton Park
3200 Southbend Blvd, Port St. Lucie, 34984
June 16th - 19th
Theme: Superhero Week

Let Freedom Ring: Juneteenth Event
June 20th
Tradition Park

Sandhill Crane Park
2355 SE Scenic Park Drive, Port St. Lucie, FL 34952
June 23rd - 26th
Theme: Animal Safari

Swan Park
700 SW Carmelite St., Port St. Lucie, FL 34983
June 30th- July 3rd
Theme: Music & Movement

Lyngate Park & Dog Park
1301 SE Lyngate Drive, Port St. Lucie, FL 34952
July 7th- 10th
Theme: STEAM Exploration

Oak Hammock Park
1982 SW Villanova Road, Port St. Lucie, FL 34953
July 14th- 17th
Theme: Culinary Week

Whispering Pines
800 SW Darwin Blvd, Port St. Lucie, FL 34953
July 21st- 24th
Theme: Carnival

McChesney Park
1585 SW Cashmere Blvd, Port St. Lucie, FL 34986
July 28th- July 31st
Theme: Splish Splash

BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY

Grantee Unique Appendices

TCHSC

Treasure Coast Homeless Services Council

Connect Collaborate Cultivate

2024 Annual REPORT

FL-509 Continuum of Care
Indian River, St. Lucie, &
Martin Counties

TREASURE COAST HOMELESS SERVICES COUNCIL

2525 ST. LUCIE AVE
VERO BEACH, FL 32960

VISIONARY LEADER

RAYME L. NUCKLES

772-213-9040
office@tchelpspot.org
www.tchelpspot.org

The Treasure Coast Homeless Services Council is the lead agency for the FL-509 Continuum of Care on Florida's Treasure Coast. This Annual Report provides a summary of both agency and CoC-wide accomplishments throughout the year of 2024.

A message from the Board Chair

As we reflect on 2024 and look ahead to 2025, our commitment to preventing and ending homelessness on Florida's Treasure Coast remains stronger than ever. This past year brought growth and transformation for our Continuum of Care. We have expanded programs, strengthened partnerships, and refined service delivery methods to better meet the needs of those we serve.

We are deeply grateful for the unwavering support of our community partners, donors, board members, staff, and volunteers who believe in our mission. Thanks to your dedication, the Continuum of Care (CoC) assisted 11,455 households in 2024, providing more than $4.4 million in critical programs and services. Across the Treasure Coast, we delivered over 100,000 essential services, nearly 20,000 more than the previous year!

Housing is so much more than just four walls and a roof, it represents safety, dignity, stability, and opportunity. For those we serve, it means a chance to access vital supportive services that improve their health, career prospects, financial security, and personal well-being.

None of this would be possible without you. Whether you are a donor, a community partner, a dedicated board member, a staff member, or a volunteer, your contributions make a lasting impact. Thank you for being part of this journey as we continue to create real solutions and lasting change in 2025 and beyond.

Diana Grossi
Board Chair

A message from the Visionary Leader

2024 was a great year for focusing on programs, procedures, and both internal and external growth. In 2025, Treasure Coast Homeless Services Council will work harder than ever to leverage data, strengthen collaborations, and drive systemic change that creates long-term solutions for our most vulnerable populations.

Our vision for the future is bold, we aim to be a data-driven leader, working alongside our partner agencies to address the root causes of homelessness. By harnessing predictive analytics and real-time data, we will move beyond reactive solutions and proactively prevent homelessness before it occurs. This requires continued investment in a robust data infrastructure and deeper collaborations with local municipalities and social service agencies across the Continuum of Care. Every partner agency is instrumental to the success of this mission.

In 2025, we are embarking on a new era of impact. As part of our transformation, we are actively repositioning, rebranding, and redefining our role in the community. These changes reflect our unwavering commitment to a truly collaborative Treasure Coast, where homelessness is addressed through innovative strategies, housing-first principles, and a deep understanding of the social determinants of health.

As the visionary leader of the lead agency for the Continuum of Care, I am committed to transparency, collaboration, and progress. I believe this data-driven, client-centered approach will empower our community to be more effective than ever. Together, as a community, we are cultivating change with continued progress while reducing homelessness on the Treasure Coast.

Rayme L. Nuckles
Visionary Leader

The mission of the Treasure Coast Homeless Services Council is to prevent and end homelessness on the Treasure Coast and to assure that if homelessness happens, it is brief and non-recurring.

2024 Board of Directors

Executive Committee

Diana Grossi
Board Chair

Todd Heckman
Vice Chair

Michelle Miller
Secretary

Jeff Francisco
Treasurer

At-Large Board

Catherine Sala
Cindy Emerson
Dan Ramos
Deana Shatley
Kylee Fuhr
Marty Mercado
Matt Tanner
Sabrina Barnes
Stacy Malinowski
Vicki Soule

Thanks to past members

Julianne Price
William Wims
Linda Kane
Jennifer Hance

IN LOVING MEMORY

Diana Grossi
2024 Board Chair

Rayme L. Nuckles
MHS, MPS, SPHM
Visionary Leader
since 2022

William Wims
Executive Director
New Horizons TC

Generosity in Action

Richard wanted to make a meaningful impact around the holiday season, choosing to donate his vehicle to a Veteran in need. His generosity, combined with the dedication of HUD-VASH social worker Jaqueline and SSVF case manager Evie, ensured that his gift found the perfect match - **Lorinda**, a Veteran who had recently suffered a stroke and lost her vehicle.

For Lorinda, this donation was life-changing. Reliable transportation means access to medical appointments, groceries, employment opportunities, and a renewed sense of independence. It represents more than just a car, it's a fresh start and a step toward stability. Stories like this highlight the power of community support and collaboration in making a difference. Thank you, Richard, for your kindness, and to Jaqueline and Evie for ensuring that Veterans receive the support they deserve.

Lorinda shared: "It's a Christmas blessing and so much more. On June 1st I was put into a home with my 4 sons after being homeless since the beginning of 2024. I want to let everyone know that SSVF has moved mountains, stopped tsunamis, and stood strong for me and my 4 sons. I have never seen so much compassion in the world as I have since working with Mrs. Evie and her team and Jax and her team as well. Then along came Mr. Allen with this car donation and I screamed and cried tears of joy, had thoughts of unimaginable miracles and seeing there are still people in the world that care to help when others are in need. I'm speechless still right now. I don't know how to stop saying THANK YOU. I want other Veterans to know there are hearts out in the world that beat and truly care about us. Happy Holidays to everyone."

Acts of kindness like Richard's remind us of the power of connection and compassion.

From left to right:
HUD VASH Social Worker Jacqueline Grecko, Veteran Lorinda Walker, Donor Richard Allen, and SSVF Case Manager Eveond McC

Community Information System: Tracks data on people experiencing homelessness, helping communities understand the scope of the issue and measure the effectiveness of programs.

Homeless Prevention: Provides resources and assistance to individuals and families at risk of losing their housing, helping them stay stable.

Rapid Re-Housing: Offers short-term financial and supportive services to quickly transition people experiencing homelessness back into permanent housing.

Supportive Services for Veteran Families: Connects veterans and their families experiencing homelessness with essential services like case management, employment assistance, and healthcare navigation to help them achieve long-term stability.

Permanent Supportive Housing: Combines affordable housing units with ongoing support services, addressing the needs of individuals and families experiencing chronic homelessness and disabling conditions.

Affordable Rental Housing: Increases the availability of housing units that are affordable for low-income renters, providing more options to prevent and end homelessness.

Eviction Diversion: Offers financial assistance, mediation, or legal aid to help tenants at risk of eviction avoid losing their homes and maintain housing stability.

Services

Reunification of Families: Works to reunite children in foster care or shelters with their families, promoting family stability and well-being.

Vulnerable Population Diversion: Identifies and steers individuals with complex needs (like mental illness or disability) away from homelessness and into appropriate support services.

Legal Services for Individuals & Families: Provides legal representation or advice on housing issues like eviction prevention or fair housing rights, helping people navigate the legal system to secure or retain housing.

Rapid Resolution Respite: Offers temporary housing and support services to individuals recently discharged from hospitals who lack stable housing, preventing them from returning to homelessness.

St. Lucie Housing Hub/Adam's Place (Men and Women's Shelter): Provides emergency shelter, meals, basic necessities, and more for unaccompanied homeless individuals in St. Lucie County, offering a safe place to stay while they connect with resources.

Housing Navigation: Connects individuals and families experiencing homelessness with appropriate housing options and guides them through the application process.

Health Care Navigation: Assists individuals and families experiencing homelessness in accessing healthcare services and resources, promoting their overall well-being.

In 2024 We Focused On

- **Program Expansion**
- **Increased Services Across Tri-County region by 19%**
- **Leading the Community on Housing First Principles**
- **Expanding Shared Housing Principles**
- **Focusing on Supporting Social Determinants of Health**
- **Increasing Supportive Services in all Three Counties**
- **Increased Services Focused on Elderly**
- **Increased Services Focused on Marginalized Communities**
- **Created Women's Shelter in St. Lucie County**
- **Increased Services for Veterans Facing Homelessness**
- **Rapid Resolution and Rapid Re-Housing Efforts**

"At the end of life we will not be judged by how many diplomas we have received, how much money we have made, how many great things we have done. We will be judged by 'I was hungry, and you gave me something to eat, I was naked and you clothed me. I was homeless, and you took me in.'"

- Mother Theresa

HOUSING FIRST

"Every number represents a life—a person with hopes, challenges, and a story to tell. It's essential that we see beyond the statistics and recognize that those experiencing homelessness are our neighbors, our friends, and members of our community who deserve support and dignity."

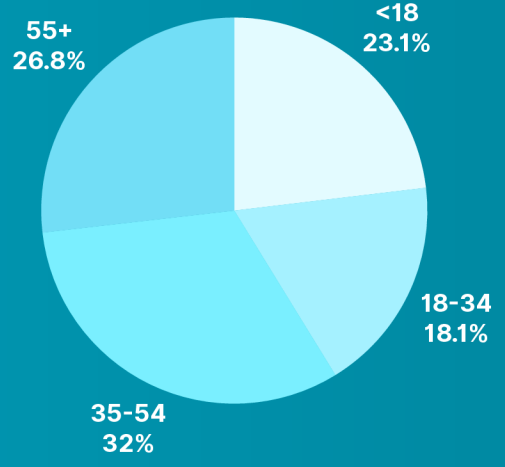
- Leigh Anne Uribe, *Director of Programs*

Point-In-Time

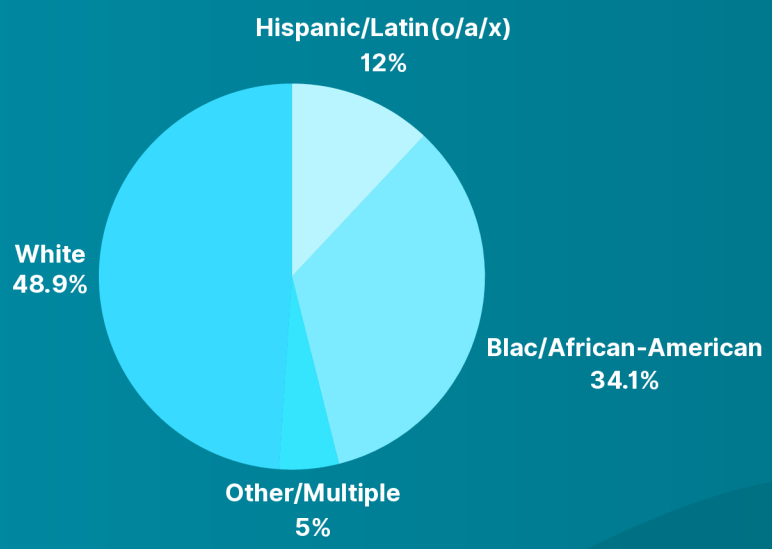
The annual Point-in-Time (PIT) conducted on one of the last 10 days in January, for a 24-hour period across the tri-county region of Indian River, St. Lucie, and Martin Counties. During that time, staff, volunteers, and community collaborators joined together to identify individuals experiencing literal homelessness, both sheltered and unsheltered.

In 2024, the count was held on January 25th and showed a total of 701 literally homeless individuals (529 adults and 172 children), showing a 24% decrease from the pervious year.

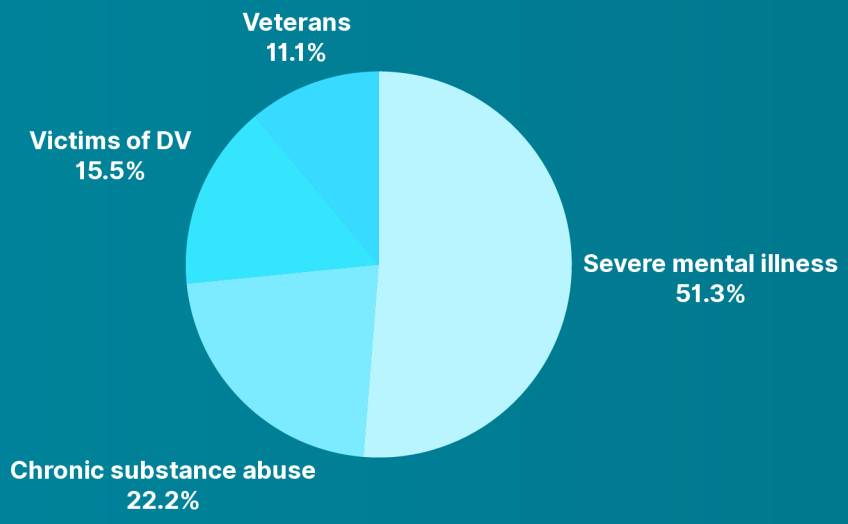
BY AGE



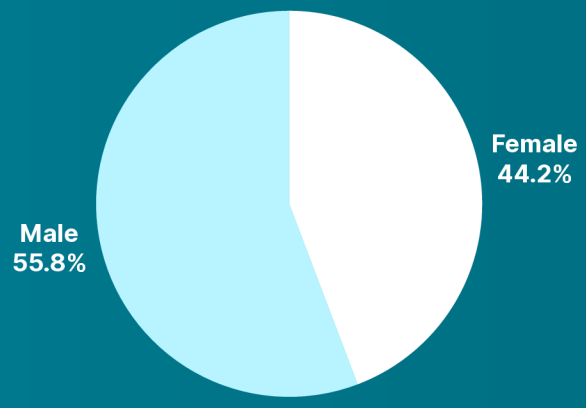
BY RACE/ETHNICITY



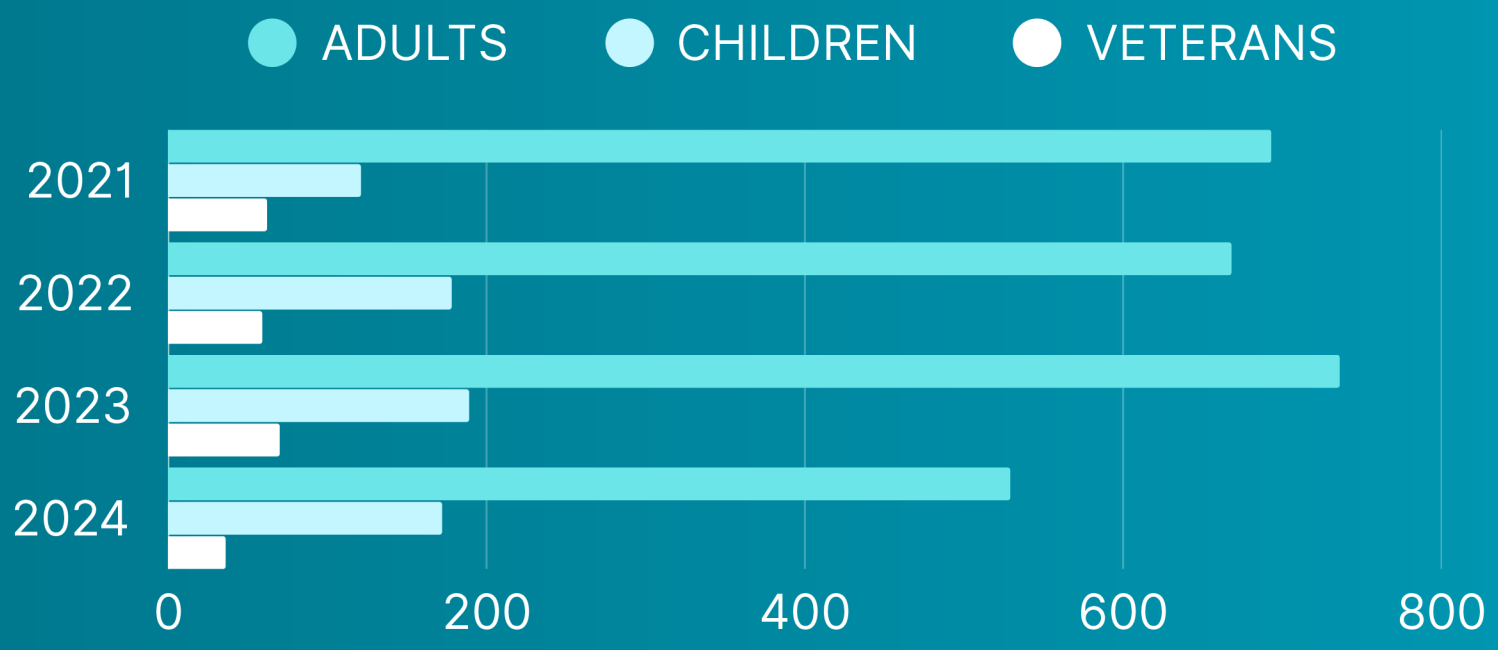
OTHER POPULATIONS REPORTED



BY GENDER



PIT data through the years



The data shows an overall decrease in homelessness, with a striking difference for our Veteran populations. With increased Veteran services, we have reduced literal homelessness for Veteran populations.

REVIEW FULL PIT DATA HERE

LEARN MORE:
WWW.TCHELPSPOT.ORG/POINT-IN-TIME/

2024 POINT IN TIME REPORT

Your COC

7,152 Children Served

855 Veterans Served

63% Black, Indigenous, and People of Color Served

529 Served Through Shelters

TCH

Connect Collab

Treasure Coast Home

INDIAN RIVER

35,049 services provided to 4,314 households.

ST. L

51,1
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At Work

- **65+** Partner Organizations
- **2,335** Prescreens
- **103,667** Services Provided
- **24,239** Individuals Served

UCIE

49
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10
holds.

MARTIN

17,469 services provided to 2,032 households.

Top Five Services Provided Per County By Value

INDIAN RIVER COUNTY	TOTAL VALUE	INDIVIDUALS SERVED
HOUSING RELATED	$1,827,291.03	1,677
UTILITIES	$295,932.32	2,905
CASE MANAGEMENT	$229,926.73	4,775
HEALTH	$183,552.49	1,698
FOOD	$9,935.44	5,818

ST. LUCIE COUNTY	TOTAL VALUE	INDIVIDUALS SERVED
HOUSING RELATED	$1,494,254.69	609
UTILITIES	$199,953.13	1,161
CASE MANAGEMENT	$97,206.05	9,205
HEALTH	$43,364.69	4,101
FOOD	$56,808.1	7,332

MARTIN COUNTY	TOTAL VALUE	INDIVIDUALS SERVED
HOUSING RELATED	$385,250.39	270
UTILITIES	$82,567.96	473
CASE MANAGEMENT	$34,151.30	3,142
HEALTH	$31,524.79	784
FOOD	$24,489.74	2,308

The CoC reported a 19% increase in service delivery in 2024, logging 18,840 more service entries than in 2023.

Permanent Supportive Housing

Permanent Supportive Housing (PSH) is designed for people experiencing chronic homelessness to support long-term housing stability and improve overall well being. PSH uses a **housing first** model where clients are assessed and placed on a prioritization list based on the severity of need, not on their "readiness for housing". PSH is tenant based rental assistance. The client can live in any available housing unit in the community that can pass housing quality inspection and is rent reasonable.

COUNTY	AWARD	CLIENTS HOUSED
INDIAN RIVER	$1,181,964	137
ST. LUCIE	$445,740	47
MARTIN	$264,480	36
TOTAL	**$1,892,184**	**220**

2024-2025 Fair Market Rent (FMR)

Final FY 2025 & Final FY 2024 FMRs By Unit Bedrooms

INDIAN RIVER COUNTY					
YEAR	0 BED	1 BED	2 BED	3 BED	4 BED
FY 2025 FMR	$1,239	$1,246	$1,567	$1,948	$2,601
FY 2024 FMR	$991	$1,195	$1,462	$1,844	$2,481

ST. LUCIE & MARTIN COUNTY					
YEAR	0 BED	1 BED	2 BED	3 BED	4 BED
FY 2025 FMR	$1,311	$1,363	$1,624	$2,259	$2,457
FY 2024 FMR	$1,278	$1,286	$1,573	$2,175	$2,433

2024 CONNECT COLLABORATE CULTIVATE

The CoC received additional program funding through the HUD NOFO competition, allowing for the creation of new projects. This includes an expanded collaboration with SafeSpace for a rapid rehousing program aiding those fleeing domestic violence situations.

The community has come together in the form of special committees to create positive change. The HMIS Committee revamped HMIS procedures and trained more users in the system than ever before. The system has been improved to better support the data collection, evaluation, and reporting of vital programs.

This year, the St. Lucie Housing Hub / Adam's Place in Fort Pierce increased service delivery to include adult women. Expanding services to nearly 100 individuals in need in St. Lucie County.

A disastrous hurricane hit Florida on October 9th, bringing a series of tornadoes that ripped through the Treasure Coast region, leaving destruction in their path. The CoC acted immediately, with service providers jumping into relief efforts and alleviating the burdens caused to struggling local families.

IMPACT

"Before you ignore another homeless person on the street, just remember that could be someone's father or someone's mother and **they have a story.**"
- Syesha Mercado

523 people were housed across the tri-county region by TCHSC through Permanent Supportive Housing, Rapid Rehousing, and Shelter moves into Permanent Housing.

Increased services provided in **Indian River County** by **47%**
Increased services provided in **St. Lucie County** **13%**
Increased services provided in **Martin County** **10%**
Increased support to **BIPOC** by **10%**
Increased support to **Children** by **31%**
Increased support to **Veterans** by **28%**

TCHSC provided **11,587** services to **2,339** individuals, including **145** Veterans.

WHEN CRISIS CALLS COMMUNITY ANSWERS

On Wednesday, October 9th, 2024, the Treasure Coast was shaken by Hurricane Milton, a devastating storm that sent destructive tornadoes through our region. Lives were lost, homes were destroyed, and countless individuals were displaced. The storm's impact was especially harsh on our most vulnerable populations. But amid the devastation, our community rose - together.

Multi Agency Resource Centers (MARC) were initiated in each county to respond to the emergency needs. TCHSC joined forces with county agencies, emergency responders, and nonprofit partners to respond swiftly and compassionately. Every effort was made to ensure that no one was left behind.

TCHSC activated its Emergency Weather Plan, transferring shelter residents to county emergency shelters and our team continued to provide daily outreach at emergency shelters to connect individuals with housing options.

TCHSC provided hundreds of homeless prevention services across the tri-county, ranging from rental support and SNAP enrollment to medical services and SOAR assistance. Additional support included FEMA-trained case managers, disaster technical assistance from HUD, and daily delivery of water and meals ready-to-eat (MREs).

Further, due to generous financial support from the United Way of Indian River County we were able to house even more families displaced by this storm. In neighborhoods like Lakewood Park, where storm damage and lack of power made living conditions unsafe, TCHSC worked directly with landlords to secure emergency relocations and uphold standards of safe, hygienic housing.

Even in the face of crisis, collaboration, compassion, and commitment remained at the heart of our response. **Together, we moved forward—stronger, united, and with renewed purpose to build a more resilient Treasure Coast for all.**

THE IMPACT OF VOLUNTEERISM

Volunteers are the heartbeat of every successful nonprofit. Their time, energy, and commitment make it possible to stretch limited resources further and deliver greater impact across our communities. At TCHSC, volunteers play a vital role in our mission. Each year, they help conduct the Point-in-Time Count, and support ongoing projects that keep our housing units safe, welcoming, and dignified—from landscaping and maintenance to beautification.

Their hands-on efforts help create environments that foster stability and pride for the individuals we serve.

In October 2024, we were honored to be selected by United Way of Indian River County to participate in their Day of Caring. A group of dedicated volunteers came together to give one of storm-worn housing units a much-needed fresh coat of paint, helping us maintain a sense of home, care, and dignity for our residents. We are deeply grateful for their time and generosity.

TCHSC is proud to partner with volunteers who help bring our mission to life. Their impact is lasting—and their presence, invaluable.

Photos by Eric Hasert - TCPalm

Financial Summary

"Treasure Coast Homeless Services Council (TCHSC) is committed to responsible financial management and transparency. We strive to utilize all contributions effectively to maximize our impact in ending homelessness. In 2023, we spent 93% of revenue on programs, 6.6% on administration, and .34% on fundraising. 2024 audit information will be included in the next annual report. A detailed breakdown of our income and expenditures is available upon request, demonstrating our commitment to financial accountability and responsible stewardship of your support.

Condensed Audit Information

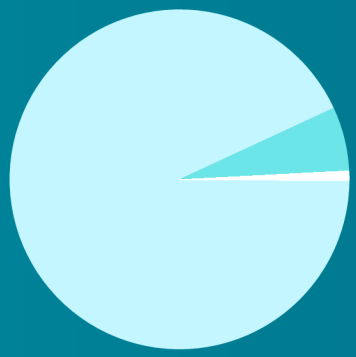
For the 12-month period ending December 31, 2024.

ASSETS	
Cash and Cash Equivilents	$1,637,046
Accounts Receivable	$831,853
Other Current Assets	$88,595
Property and Equipment	$2,323,303
Other Assets	$585,719
TOTAL ASSETS	**$5,466,516**

LIABILITIES AND NET ASSETS	
Liabilities	
Accounts Payable	$15,599
Deferred Revenue	$110,567
Other Liabilities	$151,843
TOTAL LIABILITIES	**$278,009**
Assets	
Without Donor Restrictions	$2,700,573
With Donor Restrictions	$2,207,362
TOTAL NET ASSETS	$4,907,935
TOTAL LIABILITIES AND NET ASSETS	**$5,466,516**

EXPENSE

Programs | 93%
Administration | 6.6%
Fundraising | 0.34%



REVENUE

Government Grants | 74.2%
Rental Income | 14.3%
Individual/Grants (Non-Govt) | 11.5%

THANK YOU

TO OUR 2024 SUPPORTERS

$750,000+
U.S. Dept of Housing & Urban Development
U.S. Department of Veteran Affairs
FL Department of Children and Families
St. Lucie County BOCC

$500,000+
City of Port St. Lucie
U.S. Department of Labor

$250,000+
Indian River Hospital District
United Way of Indian River County

$100,000+
City of Fort Pierce
Indian River County BOCC
St. Lucie County Housing Finance Authority
The Cigna Group Foundation

$50,000+
Bernard A. Egan Foundation
John's Island Community Service League

$25,000+
Martin County BOCC
Community Church of Vero Beach

$5,000+
Camp Younts

$1,000+
Schlitt Services
Timothy & Emily Essaye

Special Shout-out!

A heartfelt thank you to William and Estelle Turney for their unwavering support and dedication to ending homelessness on the Treasure Coast. As valued philanthropists and changemakers, their generosity is making a lasting impact on the lives of those in need.

A note to our donors:

Thank you! Your generosity fuels our mission and empowers thousands each year. With your support, we provide vital services that break the cycle of homelessness and cultivate self-sufficiency. Thank you for partnering with TCHSC in creating a brighter future for the Treasure Coast.

Because of you, lives are changed.

IF YOUR NAME IS MISSING OR NOT LISTED CORRECTLY, PLEASE REACH OUT TO MEDIA@TCHELPSPOT.ORG

A commitment to the future

DONATE BY MAIL
2525 St. Lucie Ave
Vero Beach, FL 32960

DONATE ONLINE
www.tchelpspot.org/donate/

RECURRING GIVING
The gift that keeps on giving, consider setting up monthly, quarterly, or annually reccurring donations.

DONATING STOCK
Donating appreciated stocks, bonds, or mutual funds offers a tax deduction for the full market value of the security.

DONATE HOUSING
Donating a house, land, or commercial property can make a significant impact.

LEAVE A LEGACY
Leave a lasting legacy through planned giving options including retirement and final estate planning.

DONOR ADVISED FUNDS
Streamline your giving and maximize your impact through a Donor-Advised Fund

TOGETHER WE ARE THE CHANGE

DONATE to TCHSC

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FL-509 Continuum of Care

211 Palm Beach/Treasure Coast, Inc.
Area Agency on Aging
Career Source Research Coast
Children's Home Society, Inc.
Christ by the Sea United Methodist Church
City of Ft. Pierce Housing Authority
City of Ft. Pierce Police Department
City of Ft. Pierce Planning Dept.
City of Ft. Pierce Grants Administration Division
City of Port St Lucie
City of Sebastian
City of Fellsmere
Coalition for Attainable Homes
Community Church of Vero Beach
Council on Aging - Martin County
Department of Health - Indian River County
Department of Health - St. Lucie County
Early Learning Coalition (ELC) of St. Lucie County
ELC of Indian River, Martin and Okeechobee
Economic Opportunities Council - IRC
Family Promise
First Presbyterian Church - Vero Beach
Florida Department of Children and Families
Florida Department of Health
Fellsmere Community Enrichment Program, Inc.
Gifford Legal Services
GraceWay Village
Habitat for Humanity, IRC & SLC
HANDS of St. Lucie County
Holy Cross Catholic Church - Vero Beach
Hope for Families Center, Inc.
House of Hope, Inc.
Indian River County Health and Human Services
Indian River County School District
Indian River County Sheriff's Department
Indian River County Veteran Services
Indian River County Housing Services Division
Indiantown Nonprofit Housing
LifeBuilders
Love and Hope in Action
Loaves and Fishes
Martin County School District
Martin County Sherriff's Office
Martin County Veteran Services
Martin County Health and Human Services
Mental Health Association of Indian River
Mental Health Collaborative of IRC
Mary's Home
MISS, Inc.
Mustard Seed Ministries, Inc.
New Horizons of the Treasure Coast, Inc.
Project LIFT
Public Defender, 19th Circuit Court
RiteLife Services
Roseland United Methodist Church - Sebastian
Salvation Army of Indian River County
Salvation Army of St. Lucie, Martin, and Okeechobee County
Samaritan Center of Vero Beach
Sarah's Kitchen - St. Lucie County
Southeast Florida Behavioral Health Network
St. Augustine of Canterbury
St. Helen Catholic Church - Vero Beach
St. Lucie County Community Services
St. Lucie County Health and Human Services
St. Lucie County School District
St. Lucie County Veteran Services
St. Vincent de Paul - St. Lucie County
Stuart Housing Authority
SafeSpace
Substance Awareness Center of IRC
Team Success
Tent City Helpers
Treasure Coast Community Health
Tunnel to Towers Foundation
Tykes & Teens
U.S. Department of Veteran Affairs
United Against Poverty of St. Lucie County
United Against Poverty of Indian River County
United Way of Indian River County
United Way of Saint Lucie County
Veterans Council of Indian River County
Whole Health Family Center

This list may not be representative of all partnering agencies. If you feel your agency has not been included, please contact us to ensure inclusion in the full annual report - cocadmin@tchelpspot.org

TCHSC

Treasure Coast Homeless Services Council

Connect Collaborate Cultivate

2525 St. Lucie Ave,
Vero Beach FL 32960
www.tchelpspot.org

SEAL OF TRANSPARENCY PLATINUM GUIDESTAR

CHARITY NAVIGATOR ★★★★ Four Star Charity

WWW.TCHELPSPOT.ORG

TCHSC

Treasure Coast Homeless Services Council

Connect Collaborate Cultivate

2025 POINT IN TIME REPORT

772-213-9040
2525 ST. LUCIE AVE
VERO BEACH, FL
32960

General Information: Treasure Coast Homeless Services Council conducted its 2025 Point-in-Time (PIT) Count on **February 20th, 2025.** The PIT Count was delayed with approval by the U.S. Department of Housing and Urban Development (HUD) due to complications and disaster relief efforts brought on by the October 9th, 2025 storm, Hurricane Milton. The PIT is a count of both sheltered and unsheltered literally homeless persons on a single night, typically held in January. To be counted during PIT, individuals must be experiencing literal homelessness (sleeping on the street, in a car, in the woods, in a camp, or other place not meant for human habitation) or sheltered (emergency shelter, transitional shelter, hotel paid for by an agency). There was a total of **22** agencies that surveyed unsheltered homeless individuals and **7** agencies that reported sheltered homeless individuals.

2025 Homeless Data: On February 20, 2025, there were a total of 569 individuals (416 adults and 153 children) who were counted as homeless on the Treasure Coast. These numbers show a 19% decrease from the 2024 PIT count.

Residing In the Housing of Others: Individuals temporarily staying with family or friends because of economic reasons are not considered literally homeless. **An additional 2,743 individuals were reported as "doubled up" by participating agencies during the Point in Time count.** This is down from 3,256 during 2024, which is a 15% decrease over last year's numbers.

Methods: The Point in Time (PIT) numbers reflect the official homeless numbers, as reported to HUD by the Continuum of Care. We utilize street outreach teams, service organizations, school homeless liaisons, and shelter programs to provide an accurate count of individuals who meet HUD's definition of homelessness, counted on one specific day in the last 10 days of January. Treasure Coast Homeless Services Council received an extension this year because of Hurricane Milton. For validation purposes, we have deleted any duplicates and double checked HMIS to verify program enrollment on the day of the count. This method of counting has been utilized for all homeless data provided by this Continuum of Care and is an accurate way to show trends in homelessness.

HOMELESSNESS FACT SHEET

FL-509 - INDIAN RIVER, ST. LUCIE & MARTIN COUNTIES

These numbers represent the number of sheltered or unsheltered literally homeless individuals. These numbers are based on those individuals seeking or receiving services or interviewed in camp sites, feeding sites, and other locations on one single day. **An additional 2743 individuals residing in the housing of others were not counted in these totals.**

TOTAL HOMELESS INDIVIDUALS

	JANUARY 25, 2024	FEBRUARY 20, 2025	DIFFERENCE	%
ADULTS	529	416	(113)	-21%
CHILDREN	172	153	(19)	-11%
TOTAL	**701**	**569**	**(132)**	**-19%**

VETERAN STATUS

(self-reported and not verified during the PIT count)

VETERANS	36	24	-12	-33%

2025 SHELTERED AND UNSHELTERED

	SHELTERED	UNSHELTERED	TOTAL
ADULTS	76	340	416
CHILDREN	76	77	153
TOTAL	**152**	**417**	**569**

HOMELESSNESS FACT SHEET
INDIAN RIVER COUNTY

These numbers represent the number of sheltered or unsheltered literally homeless individuals in Indian River County. These numbers are based on those individuals seeking or receiving services or interviewed in camp sites, feeding sites, and other locations on one single day. **An additional 409 individuals residing in the housing of others and were not counted in these totals.**

TOTAL HOMELESS INDIVIDUALS

	JANUARY 25, 2024	FEBRUARY 20, 2025	DIFFERENCE	%
ADULTS	154	131	(23)	-14.9%
CHILDREN	71	67	(4)	-5.6%
TOTAL	**225**	**198**	**(27)**	**-12%**

VETERAN STATUS

(self-reported and not verified during the PIT count)

VETERANS	14	4	(10)	-71.4%

2025 SHELTERED AND UNSHELTERED

	SHELTERED	UNSHELTERED	TOTAL
ADULTS	38	93	131
CHILDREN	37	30	67
TOTAL	**75**	**123**	**198**

AGENCIES PROVIDING DATA

UNSHELTERED: NEW HORIZONS, INDIAN RIVER COUNTY SCHOOL DISTRICT, TREASURE COAST HOMELESS SERVICES COUNCIL, UP CENTER, HABITAT FOR HUMANITY, IRC SALVATION ARMY, CAREER SOURCE, RITELIFE INC., CITY OF SEBASITIAN

SHELTERED: HOPE FOR FAMILIES CENTER, SAMARITAN CENTER, SAFESPACE

HOMELESSNESS FACT SHEET
ST. LUCIE COUNTY

These numbers represent the number of sheltered or unsheltered literally homeless individuals in St. Lucie County. These numbers are based on those individuals seeking or receiving services or interviewed in camp sites, feeding sites, and other locations on one single day. **An additional 1757 individuals residing in the housing of others were not counted in these totals.**

TOTAL HOMELESS INDIVIDUALS

	JANUARY 25, 2024	FEBRUARY 20, 2025	DIFFERENCE	%
ADULTS	218	132	(86)	-39.4%
CHILDREN	63	43	(20)	-31.7%
TOTAL	**281**	**175**	**(106)**	**-37.7%**

VETERAN STATUS

(self-reported and not verified during the PIT count)

VETERANS	16	10	(6)	-37.5%

2025 SHELTERED AND UNSHELTERED

	SHELTERED	UNSHELTERED	TOTAL
ADULTS	16	116	132
CHILDREN	9	34	43
TOTAL	**25**	**150**	**175**

AGENCIES PROVIDING DATA

UNSHELTERED: NEW HORIZONS, ST. LUCIE COUNTY SCHOOL DISTRICT, TREASURE COAST HOMELESS SERVICES COUNCIL, UP CENTER, MUSTARD SEED, SLC SALVATION ARMY, CAREER SOURCE, RITELIFE INC., REACH CHURCH, WEST PALM BEACH VA, FLORIDA DEPARTMENT OF HEALTH

SHELTERED: ST. LUCIE HOUSING HUB, CHILDREN'S HOME SOCIETY

HOMELESSNESS FACT SHEET
MARTIN COUNTY

These numbers represent the number of sheltered or unsheltered literally homeless individuals in Martin County. These numbers are based on those individuals seeking or receiving services or interviewed in camp sites, feeding sites, and other locations on one single day. **An additional 577 individuals residing in the housing of others and were not counted in these totals.**

TOTAL HOMELESS INDIVIDUALS

	JANUARY 25, 2024	FEBRUARY 20, 2025	DIFFERENCE	%
ADULTS	157	153	(4)	-2.5%
CHILDREN	38	43	+5	+13%
TOTAL	**195**	**196**	**+1**	**+0.5%**

VETERAN STATUS

(self-reported and not verified during the PIT count)

VETERANS	6	10	+4	+66%

2025 SHELTERED AND UNSHELTERED

	SHELTERED	UNSHELTERED	TOTAL
ADULTS	15	138	153
CHILDREN	30	13	43
TOTAL	**45**	**151**	**196**

AGENCIES PROVIDING DATA

UNSHELTERED: MARTIN COUNTY HEALTH AND HUMAN SERVICES, MARTIN COUNTY SCHOOL DISTRICT, TREASURE COAST HOMELESS SERVICES COUNCIL, MC SALVATION ARMY, CAREERSOURCE, RITELIFE, HOUSE OF HOPE, LOVE AND HOPE IN ACTION, TENT CITY HELPERS

SHELTERED: COMPASSION HOUSE, SAFESPACE

Connect Collaborate Cultivate

THANK YOU
TO OUR 2025 PIT PARTNERS

AREA AGENCY ON AGING
CAREERSOURCE RESEARCH COAST
CHILDREN'S HOME SOCIETY
CITY OF FORT PIERCE POLICE DEPARTMENT
CITY OF PORT ST. LUCIE
CITY OF PORT ST. LUCIE POLICE
CITY OF SEBASTIAN
CITY OF SEBASTIAN POLICE DEPARTMENT
COMPASSION HOUSE
FLORIDA DEPARTMENT OF HEALTH
FLORIDA POWER AND LIGHT
FRANK NOLAN
HABITAT FOR HUMANITY
HOPE FOR FAMILIES CENTER
HOUSE OF HOPE
INDIAN RIVER COUNTY SCHOOL DISTRICT
INDIAN RIVER COUNTY SHERIFF'S OFFICE
LOAVES AND FISHES
LOVE AND HOPE IN ACTION
MARTIN COUNTY HEALTH AND HUMAN SERVICES
MARTIN COUNTY SCHOOL DISTRICT
MARTIN COUNTY SHERIFF'S OFFICE
MUSTARD SEED MINISTRIES
NEW HORIZONS OF THE TREASURE COAST
REACH CHURCH
RITELIFE SERVICES
SAFESPACE, INC.
SALVATION ARMY (IRC, SLC, MC)
SAMARITAN CENTER
ST. LUCIE COUNTY SCHOOL DISTRICT
ST. LUCIE COUNTY SHERIFF'S OFFICE
ST. LUCIE CO. COMMUNITY SERVICES
ST. VINCENT DEPAUL
TENT CITY HELPERS
UNITED AGAINST POVERTY (IRC/SLC)
UNITED WAY OF INDIAN RIVER COUNTY
VETERAN SERVICES OFFICES (IRC, SLC, MC)
WEST PALM BEACH DEPT. OF VETERAN AFFAIRS
WESTSIDE CHURCH

QUESTIONS
PIT@TCHELPSPOT.ORG

2025 POINT IN TIME 685

EXHIBIT A

DRAFT Community Development Block Grant (CDBG) ACTION PLAN 2025-2026 – Proposed Project Summary

The Neighborhood Services Department (NSD) solicited requests for eligible projects from city departments and analyzed those requests. A public survey was also widely distributed for feedback. A hybrid CDBG public information session was conducted on June 5th. The draft project list was presented to the City Council at a public meeting for comment on June 9th. The final draft will be presented again to the City Council at a public meeting on June 23rd and the 30-day public comment period will be announced and opened from June 23 – July 24, 2025.

The 2025-26 CDBG allocation letter (published by HUD on May 14, 2025) for the City of Port St. Lucie is $1,086,454. Up to 20% of funds can be reserved for program administration. Any surplus funding for any one project or from reserved administration can be reassigned to another approved project or alternate project.

The list of funding requests & draft recommendations are as follows:

Draft 2025-26 CDBG Allocation Recommendation

Activity	Proposed Budget
CRA Rivergate Parkway sharrows (Bike Route)	$4,000
Police Athletic League (PAL) gym building security improvements and/or renovation project design	$25,000
Continuation of Business Accelerator Program funding	$40,000
SE Veteran's Memorial Parkway Sidewalk connection at Post Office	$60,000
Continuation of Commercial Façade Improvement Grant funding	$70,000
Continuation of Boys & Girls "Mobile" Club program funding	$75,000
Continuation of homeowner septic-to-sewer conversion funding	$80,000
Continuation of homeowner culvert assistance funding	$80,000
Code Compliance Commercial Program	$200,000
Phase 5 Whispering Pines Neighborhood Culverts	$252,000
Program Administration	**$200,000**
Total	**$1,086,000**
Alternates:	
Lyngate Park sidewalk lighting	$150,000
Rotary Park lighting and security cameras	$325,000
Winterlakes Park facility & sports lighting materials	$500,000
Police Athletic League (PAL) gym building renovations at Rotary Park	$450,000-$850,000

Detailed list of funding requests approved for 2025-2026:

Draft CDBG Project Proposals for Program Year 2025-2026 (in order by $ amount - largest to smallest)					
ID	**CDBG Funds Requested**	**District(s)**	**Department(s)**	**Activity**	**Location**
1	$252,000	3	Utility Systems	**Phase 5 Whispering Pines Neighborhood Culverts** – 19 areas	Census tract: 382115
2	$200,000	City-wide	Neighborhood Services	**Code Compliance Officer funding –** to fund (2) Officers and all activities associated with the specialized work per CDBG rules and regulations and Special Magistrate expenses.	ALL low- and moderate- income Census tracts, as needed.
3	$80,000	City-wide	Public Works & Neighborhood Services	**Homeowner Culvert Replacement Assistance Program** – 100% forgivable grant for qualified low- and moderate-income households.	City-wide and low- and moderate-income Census tracts, as needed.
4	$80,000	City-wide	Utility Systems & Neighborhood Services	**Homeowner Water/Sewer Connection Assistance Program** – 100% forgivable grant for qualified low- and moderate-income households.	City-wide and low- and moderate-income Census tracts, as needed.
5	$75,000	City-wide	Neighborhood Services	**Boys and Girls Club "Mobile" Club** – bringing extra-curricular and STEM educational opportunities, and outdoor tutoring into neighborhood parks where brick and mortar Boys and Girls Clubs aren't present yet.	City-wide and low- and moderate-income Census tracts, as needed.
6	$70,000	City-wide	Economic Development & Neighborhood Services	**Small Business Commercial Façade Improvement Grant Program** – up to $10,000 matching grant.	City-wide and low- and moderate-income Census tracts, as needed.

DRAFT

Draft CDBG Project Proposals for Program Year 2025-2026 (in order by $ amount - largest to smallest)					
ID	**CDBG Funds Requested**	**District(s)**	**Department(s)**	**Activity**	**Location**
7	$60,000	4	Public Works	**SE Veteran's Memorial Parkway Sidewalk** – connection at Post Office	Census tract: 382010
8	$40,000	City-wide	Economic Development	**Business Accelerator Program** – The program will be offered by the Small Business Development Center and provide business counseling, technical assistance, and training for small businesses. The purpose of the program is to enhance entrepreneurial skills and activities, create jobs and assist in the expansion and growth of the existing business community in Port St Lucie to 8-10 Small Businesses (up to $5,000 grants each).	City-wide low- and moderate- income qualified business owners and/or located in low- and moderate- income Census Tracts.
9	$25,000	4	Police Athletic League (PAL)	**Gym building security improvements and/or renovation project design and planning**	Census tract: 381802
10	$4,000	4	Community Redevelopment Agency (CRA)	**Rivergate Parkway Sharrows** – bike lane and safety improvements	Census tract: 382010
Total	**$886,000**				

Alternate Projects Draft CDBG Alternate Project Proposals for 2025-2026 (in order from largest to smallest CDBG proposal)					
ID	**CDBG Funds Requested**	**District(s)**	**Department(s)**	**Activity**	**Location**
A	$450,000 - $850,000	4	Police Athletic League (PAL)	**Police Athletic League (PAL) gym building renovations at Rotary Park**	Census tract: 381802

DRAFT

Alternate Projects Draft CDBG Alternate Project Proposals for 2025-2026 (in order from largest to smallest CDBG proposal)					
ID	**CDBG Funds Requested**	**District(s)**	**Department(s)**	**Activity**	**Location**
B	$500,000	1	Parks and Recreation	**Winterlakes Park facility & sports lighting materials**	Census tract: 382124
C	$325,000	4	Parks and Recreation	**Rotary Park lighting and security cameras**	Census tract: 381802
D	$150,000	1	Parks and Recreation	**Lyngate Park sidewalk lighting**	Census tracts: 382010 and 382009

NOTE: All projects listed above were reviewed by staff to ensure that they are eligible for CDBG funding. In addition to eligibility the other most significant criteria for determining recommendations are compliance with goals established in the City's 5-Year CDBG Consolidated Plan 2021-25 and are shovel-ready, align with the City's Strategic Plans and will allow compliance with HUD's CDBG Timeliness Goal requirement.

Unfunded and approved projects can be recommended as alternative projects for completion if the approved projects do not move forward in a timely fashion or if a portion of the funding remains after a project is completed or if the City receives program income or additional funding. Alternate projects will be analyzed during the course of the program year based on needs assessments, readiness to execute, and budget available. Alternate projects will be assigned and executed as funding becomes available.

Surplus funding from other projects that have been completed will be assigned where there is need in the existing projects or programs in order to meet timeliness goals and stay in compliance with expenditure rates for the grant program.

DRAFT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

May 14, 2025

The Honorable Shannon Martin
Mayor of Port St Lucie
121 SW Port St. Lucie Boulevard
Port St Lucie, FL 34984-5042

Dear Mayor Martin,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction has not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing crisis.

As authorized by the Consolidated Appropriations Act (Public Law 119-4) on March 15, 2025, I am honored and excited to announce that your jurisdiction is receiving the following Fiscal Year 2025 allocations for the identified programs:

Community Development Block Grant (CDBG) - $1,086,454.00

HOME Investment Partnerships (HOME) - $0.00

Emergency Solutions Grants (ESG) - $0.00

Housing Opportunities for Persons W/ HIV/AIDS (HOPWA) - $0.00

Housing Trust Fund (HTF) - $0.00

Recovery Housing Program (RHP) - $0.00

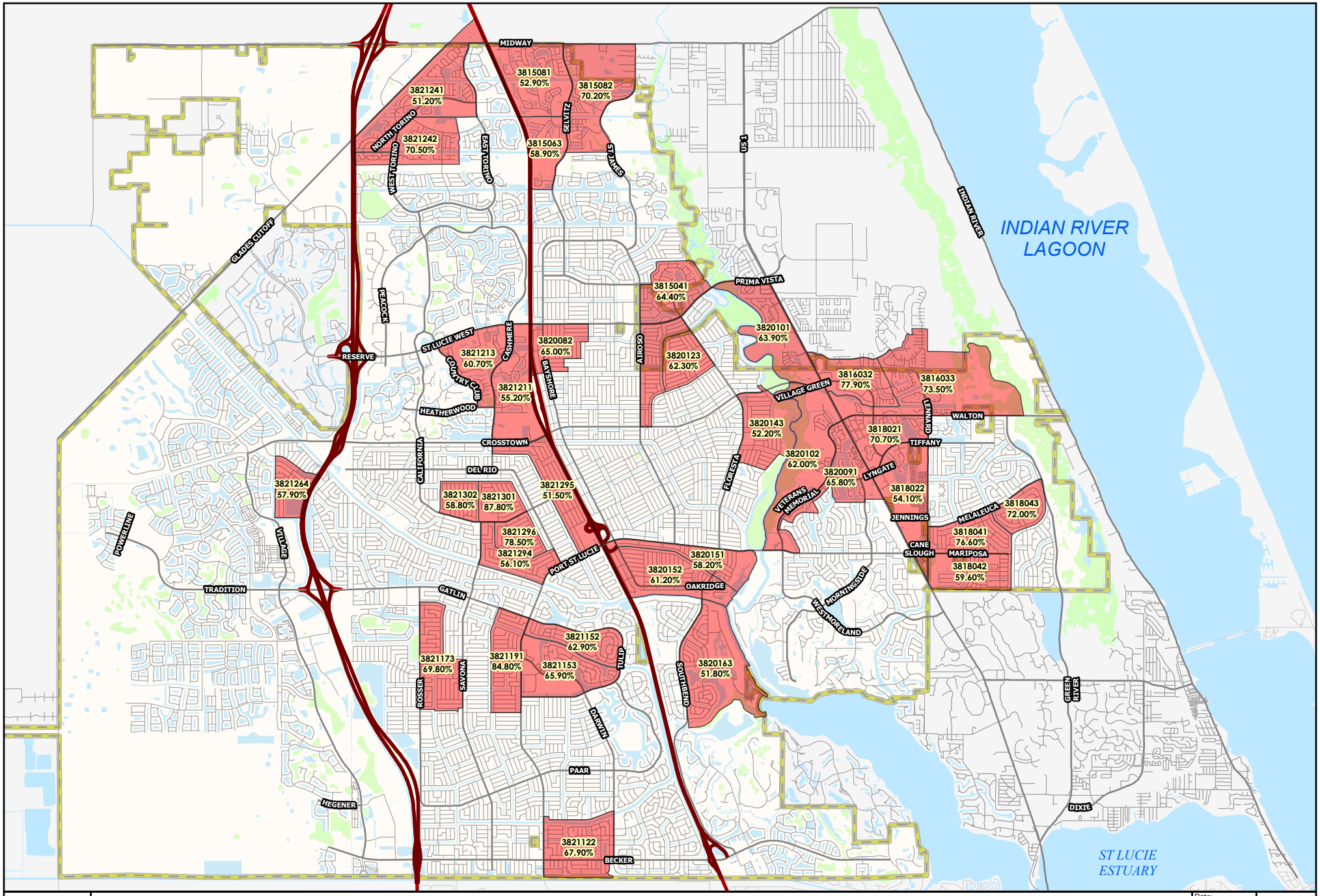
In addition, your jurisdiction's CDBG allocation for this year provides you with $5,432,270.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2025, please be reminded that it is important to align with executive orders and applicable laws. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office in Jacksonville or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,

Claudette Fernandez
General Deputy Assistant Secretary
for Community Planning and Development



2016-2020 Data: Low-Mod Block Groups
(Based on 51% or Greater)

PORT ST. LUCIE

Date: 10/30/2024
Page: 1 of 1
Tech: RTaylor
MIS GIS #: 0154

N W E S

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692

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-559

Agenda Date: 6/23/2025 **Agenda Item No.:** 10.a

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 25-36, Public Hearing, Authorizing the Conveyance of an Easement to Florida Power and Light Company for City Owned Property (Police Training Facility) Located at 184 SW Thanksgiving Ave.

Submitted By: William Montgomery, Administrative Operations Supervisor, Facilities Maintenance

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Michael T. Owen, Engineering Design & Construction Inc.
2. Parties: City of Port St. Lucie and Florida Power and Light Company (FPL)
3. Purpose: To grant an easement for underground electrical service lines at the Police Training Facility.
4. New/Renewal/Modified: New.
5. Duration: In perpetuity.
6. Benefits to Port St. Lucie: This easement allows FPL to install and maintain underground electrical service lines to provide power for building infrastructure.
7. Cost to Port St. Lucie (Annual and Potential): There is no cost to the City for the conveyance of this easement.

Presentation Information: Staff is present to answer questions.

Staff Recommendation: Move that the Council approve Ordinance (25-36), authorizing the Mayor or her designee to execute the easement to FPL.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Ordinance (25-36), authorizing the Mayor or her designee to execute the easement to FPL.
2. Move that the Council not approve Ordinance (25-36) and provide staff with direction.

Background: H.J. High Construction is currently constructing the Police Training Facility in the City Municipal Complex for the City. An easement is needed for underground electrical service lines to be provided.

Issues/Analysis: If the City does not approve this conveyance, the City will have to find an alternative power source location.

Financial Information: There is no cost to the city for the conveyance of this easement.

Special Consideration: This easement is required by FPL to install and maintain the electrical service lines for the Police Training Facility building.

Location of Project: Police Training Facility at 184 SW Thanksgiving Ave and Police Building at 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984.

Attachments: 1. Ordinance
2. Exhibit A to Ordinance - FPL Easement and Exhibit.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25136-04.

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 25-__

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE MAYOR OF THE CITY OF PORT ST. LUCIE TO GRANT A UTILITY EASEMENT TO FLORIDA POWER & LIGHT COMPANY FOR A PORTION OF TRACT "F" AND LOT 7 OF THE PLAT OF PORT ST. LUCIE SECTION 18, ST. LUCIE COUNTY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie (the "City") owns the real property lying on tract "F" and lot 7 of the plat, otherwise known as the Police Training Facility (the "Property") and

WHEREAS, the building is currently under construction on the Property ("Project"); and

WHEREAS, as part of the Project, the City requires power provided by Florida Power & Light Company ("FPL"); and

WHEREAS, in exchange for FPL services to the Property for the Project, FPL requested the City grant an easement over a portion of the Property in substantially the form for approval attached hereto as Exhibit "A" and incorporated herein by reference (the "Easement").

WHEREAS, the City Council has determined that this conveyance serves a municipal purpose.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The Recitals are hereby adopted as forming the intent and purpose of this Ordinance.

Section 2. Authorization. The Mayor or her designee is hereby authorized and directed to execute the Easement and any related documents.

Section 3. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or

unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its final adoption after second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2025.

CITY COUNCIL

CITY OF PORT ST. LUCIE

By: _____

Shannon M. Martin, Mayor

ATTEST:

_____

Sally Walsh, City Clerk

APPROVED AS TO FORM:

By: _____

Richard Berrios, City Attorney

Work Request No. 12847628

Sec.9, Twp 37 S, Rge 40 E

Parcel I.D.3420-585-0005-000-2
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Bria Suraton
Co. Name: FPL
Address: 1050 SE Brandon Circle
Port Saint Lucie, FL 34952

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20____.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

City of Port St. Lucie

By: _____

Print Name: _____

Print Address: _____

_____

STATE OF _____ AND COUNTY OF_____.

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization,

this _____day of _____, 20____, by _____

and _____ who is (are) personally known to me or has (have)

produced _____ as identification.

[Notary Seal]

_____
Notary Public, Signature

Print Name: _____

_____
Title or Rank

_____
Serial Number, if any

THIS IS NOT A FIELD SURVEY

DESCRIPTION:

A 10.00-FOOT-WIDE STRIP OF LAND LYING IN TRACT "F" AND LOT 7 OF THE PLAT OF PORT ST. LUCIE SECTION 18, AS RECORDED IN PLAT BOOK 13, PAGE 17 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF LOT 1, BLOCK 689, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THE WESTERLY RIGHT-OF WAY LINE OF AIROSO BOULEVARD (A 100-FOOT-WIDE RIGHT-OF-WAY PER PLAT BOOK 13, PAGE 17 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA); THENCE SOUTH 00°17'13" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF AIROSO BOULEVARD, A DISTANCE OF 109.68 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 89°42'47" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°17'13" EAST, ALONG A LINE PARALLEL WITH AND 10.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF AIROSO BOULEVARD, A DISTANCE OF 16.68 FEET TO REFERENCE POINT "A"; THENCE NORTH 00°17'13" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 44.02 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 487.40 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 168.87 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:

BEGINNING AT REFERENCE POINT "A", THENCE NORTH 90°00'00" WEST, A DISTANCE OF 194.74 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 15.72 FEET TO THE POINT OF TERMINUS.

OUTSIDE LINES TO BE TRIMMED AND/OR EXTENDED TO THE PROPERTY LINES TO ENSURE A CLOSED GEOMETRIC FIGURE.

CONTAINING 9,324.32 SQUARE FEET, MORE OR LESS.

NOTE:

DESCRIPTION NOT VALID WITHOUT SKETCH.

MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE

PROJECT **SKETCH AND DESCRIPTION** **FPL UTILITY EASMENT**	JOB NO. **24-106**	BY CPS DATE 2025.04.29	EDC A DIVISION OF HALEY WARD, INC
TITLE **PSL POLICE DEPARTMENT**	REV. DATE --- SCALE 1:60	REV. --- SHEET 1 OF 2	

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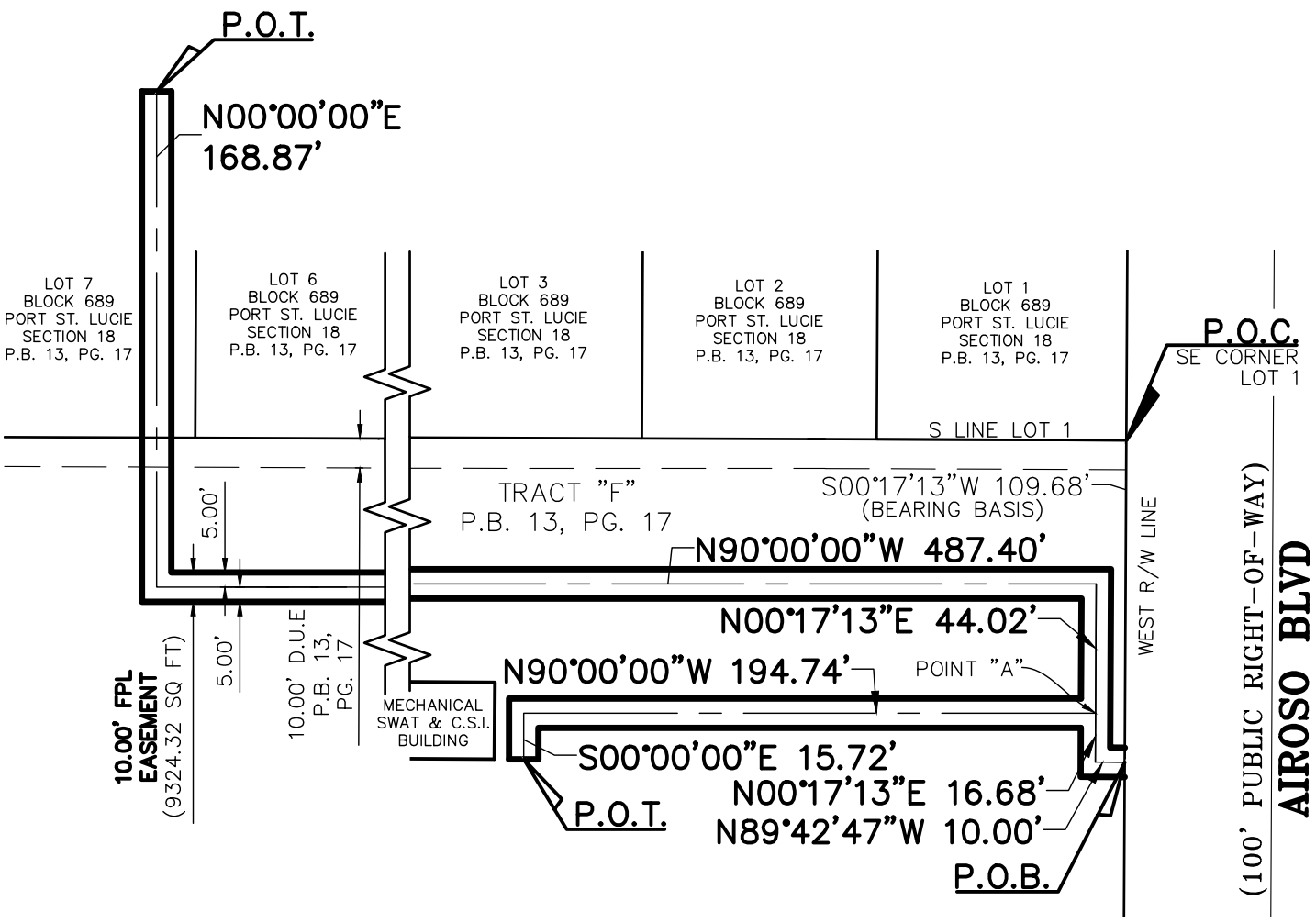
THIS IS NOT A FIELD SURVEY



ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
O.R.B. OFFICIAL RECORD BOOK
P.B. PLAT BOOK
PG. PAGE
D.U.E. DRAINAGE & UTILITY EASEMENT
(P) PLAT RECORDED IN PLAT BOOK 13, PAGE 17
(R/W) RIGHT OF WAY

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF LOT 1, BLOCK 689, AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

INTENDED DISPLAY SCALE

0 60

Scale in feet
1 Inch = 60 Feet

PROJECT	JOB NO.	BY	CPS
SKETCH AND DESCRIPTION FPL UTILITY EASEMENT	**24-106**	DATE	2025.05.02
TITLE **PSL POLICE DEPARTMENT**	REV. DATE ---	REV.	---
	SCALE 1:60	SHEET	2 OF 2

EDC A DIVISION OF HALEY WARD, INC

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City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-565

Agenda Date: 6/23/2025 **Agenda Item No.:** 10.b

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 25-37, Public Hearing, an Ordinance Amending Title XV, Land Usage, Chapter 155, Sign Code, to Provide Clarifications on Sign Code Regulations and Exemptions and Allow for an Additional Freestanding Sign for Larger Developments.

Submitted By: Daniel Robinson, Planner III

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): Proposed amendment to Chapter 155, “Sign Code,” (Exhibit A) of the Code of Ordinances of the City of Port St. Lucie to provide clarification on sign code regulations and exemptions, to correct a scrivener’s error, and to allow an additional freestanding sign for larger projects based on primary street frontage.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council adopt the Ordinance as recommended by the Planning and Zoning Board.

Alternate Recommendations:

1. Move that the Council amend the recommendation and adopt the ordinance.
2. Move that the Council deny the ordinance and provide direction.

Background: There was a scrivener’s error made on the previous amendment within Table D that is being corrected. Staff is also proposing some clarifying language for the exemption regulations. Staff is proposing to change the freestanding sign regulations to allow an additional freestanding sign for larger projects based on primary street frontage because we are finding the larger shopping areas desire additional signage and the existing code is very restrictive.

Issues/Analysis: The clarifying language proposed within the chapter as it pertains to “Public Signs”, specifying that they are exempt from the permitting process for signs and from all other regulations of the chapter and the correction of the scrivener’s error in Table D to correct the square footage permitted will eliminate any confusion in the interpretation of the requirements of the Sign Code.
The addition of the regulation for additional signage for commercial sites over three (3) acres will afford the same privilege that commercial properties under three (3) acres currently have. This change will also accommodate large sites with multiple entrances and longer street frontage as they are only permitted one sign per street frontage currently.

N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments:

- Ordinance
- Exhibit “A” Sign Code
- Staff Report
- Staff Presentation

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25140-02

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING TITLE XV "LAND USAGE", CHAPTER 155, "SIGN CODE", OF THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida adopted amendments to the City of Port St. Lucie Comprehensive Plan by Ordinance 12-19 (the "Comprehensive Plan"); and

WHEREAS, Section 163.3202, Florida Statutes, provides for the amendment and enforcement of land development regulations that are consistent with and implement the adopted comprehensive plan; and

WHEREAS, Section 163.3174, Florida Statutes, provides that the local planning agency shall review proposed land development regulations and make recommendations to the governing body as to the consistency of the proposed land development regulations with the adopted Comprehensive Plan; and

WHEREAS, this City initiated code amendment, P25-071, proposes to amend Chapter 155, "Sign Code," of the City of Port St. Lucie Code of Ordinances, to provide clarifications on sign code regulations and exemptions; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board, having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and, having held a public hearing thereon, has considered this proposed amendment to the City of Port St. Lucie Code of Ordinances (P25-071) and submitted its recommendations thereon to the City Council; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council has found and determined that the adoption of this amendment to Chapter 155 will foster and preserve the public health, safety, and welfare; improve and protect the environment and value and character of the community; and implement the adopted comprehensive plan.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

Section 2. Chapter 155, "Sign Code," of the Code of Ordinances of the City of Port St. Lucie is amended as attached as Exhibit A.

Section 3. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Codification. The provisions of this Ordinance shall be made a part of the Code of Ordinances of the City of Port St. Lucie, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; the word "ordinance" may be changed to "section" or other appropriate word as may be necessary.

Section 6. Effective Date. This Ordinance shall become effective immediately upon final adoption on second reading.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____day of _____, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Shannon Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

EXHIBIT "A"

CHAPTER 155. - SIGN CODE

Sec. 155.01. - Purpose; Intent.

(A) The City recognizes and affirms that persons and entities have an interest in communicating commercial and non-commercial speech through the use of signs. It is the intent of this chapter to provide uniform sign criteria which regulates the size, height, and placement of signs within the City and thereby promote and protect the public health, safety, general welfare, and aesthetics of the City.

(B) It is intended, among other things, to avoid excessive visual clutter, distractions or hazards for pedestrians and vehicles. Therefore, the display of signs should be appropriate to the land, building or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification.

(C) It is further intended to enhance and protect the physical appearance of the community, preserve the scenic and natural beauty of the City, and prevent interference with the intended use of public property and rights- of-way.

(D) Additionally, this chapter is intended to provide for the safety and general welfare of the traveling public by reducing distractions, interference with line of sight, and encroachment into clear zones.

(E) All Public Signs will be regulated by the appropriate Department and no regulations within this chapter shall pertain to Public Signs. No Sign permits will be required for such signs.

Sec. 155.02. - Reserved.

Sec. 155.03. - Sign Regulation Procedures.

All signs erected, replaced, or relocated on any property shall conform with the provisions of this sign code and with all other applicable codes of the city other than Public Signs. Any sign which could fall into more than one category of signs shall be classified within the most restrictive category possible. Anything not addressed in the code is prohibited, unless specifically addressed in a Master Sign Program. Anything not addressed in the code may be presented to the Planning and Zoning Director for review.

(A) Administration of sign permit applications and fees. The building and/or the planning and zoning departments are responsible for administering sign permit applications for permanent signs. An application and fee shall be submitted first to the planning and zoning department. The format of the application shall be as provided by the building department. Additional fees will be required by the building department at

the time of permitting.

(1) Sign applications. The application format for a sign permit shall fully describe the following information:

(a) Name, address, email address, and telephone number of the licensed sign contractor and the business owner.

(b) Written statement signed by the landowner, authorizing the placement of the proposed sign on the premises.

(c) Location of building (or structure) and lot to which or upon which the sign is to be placed and/or maintained.

(d) Position of the sign in relation to lot lines, nearby buildings or structures, sidewalks, streets, and intersections. All freestanding monument signs must be shown on site plan.

(e) Type of sign and general description of design and materials to be used.

(f) ~~Two prints of d~~ Drawings of the plans which shall contain dimensions of sign structure, sign copy/letters (smallest and largest), and sign logo and/or pictorial designs. Façade signs will include height of sign, linear footage of business, and square footage of sign area. Monument signs will include linear frontage of property, address location and dimensions on sign, dimensions of sign panel/s, and will need to be shown on an approved site plan. Once sign area is approved, square footage and location cannot change without a new sign application.

(g) A statement indicating whether the sign is illuminated and whether the illumination is direct or indirect.

(h) A layout with sign colors shown or specified.

(i) ~~Two prints of s~~ Signed and sealed engineered drawings of sign specifications. The specifications concerning structural details of the methods of sign construction and installation shall show dimensions, elevations, means of support, method of illumination and any other significant engineering aspect of the proposed sign.

(j) NOTE: The structure of a monument sign is separate and distinct to the sign to which is attached to it. The structure must be approved and permitted by the building department prior to submitting an application for the monument sign. If the monument is not shown on the site plan a compliance form must be filed.

(2) Review of application for completeness. The planning and zoning department and the

building department shall review each application to assure that each application is complete. If the application is complete, it shall be submitted through the review process. If the application is not complete the planning and zoning department and/or the building department shall return it to the applicant.

(B) Sign plan review. All permanent signs shall receive plan approval by the planning and zoning and building departments. The planning and zoning department shall review each sign application for compliance with criteria established herein and the building department shall review application documents which illustrate construction, design, and electrical work for compliance with the current building codes.

(C) Permitting procedure. No sign which requires a permit shall be erected, replaced, reconstructed, structurally altered, expanded, relocated, or used without securing a permit from the Building Department. No permit shall be required on a mere change of copy on a changeable copy sign. No permit shall be required for a change in a tenant panel on an existing permitted sign. See Sec. 155.04. - Exemptions to Permitting Procedure. ~~; however, the tenant panels shall conform to code and must be reviewed and approved by the planning and zoning department~~.

(1) Determination of allowable sign area. In determining the allowable sign area pursuant to this chapter, the area of a sign shall include the entire area within a circle, rectangle, or triangle enclosing the extreme limits of writing, representation, or character, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed; excluding the necessary supports or uprights on which such sign is placed.

(a) Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, except that where two such sign faces share identical dimensions, are placed back to back, and are parallel to one another, the area of the sign shall be taken as the area of one face.

(b) Where a sign consists solely of lettering or other sign elements printed or mounted on a wall, window, or door of a building without any distinguishing border, panel or background, such lettering and sign elements shall be treated as a single sign for purposes of area computation.

(2) Approval required prior to receipt of permit. No sign permit requiring a plan review shall be issued until the sign application and plan have been reviewed and approved for building code compliance by the building department and sign code compliance by the planning and zoning department.

(3) Changes to the name of a building identification on an existing permitted monument sign shall be reviewed and considered for approval by the planning and zoning department.

(D) Reserved.

(E) Inspections. The building department shall inspect each sign or advertising structure within the city's limits to determine the sign's compliance with this chapter as they deem necessary to protect the public health, safety, general welfare. An inspection fee to be determined by resolution of the city council will be paid by the owner or lessee for each sign inspected, excluding signs exempted from the permitting procedure and temporary signs.

(F) Revocation of permits. The building department may revoke a permit approval, issued under this section, if it is found that there has been any intentional or unintentional false statement, concealment or misrepresentation concerning any fact submitted in the application or plans on which the permit approval was based. A permit may also be revoked upon failure of the permit holder to comply with any provision of this section.

(G) Reserved.

(H) Master sign program. The overall project developer of a project or development containing at least two (2) acres shall have the option of submitting a master sign program for the total project, or for specified phases within the total project in accordance with the following criteria.

(1) The master sign program, which includes a plan of all existing and proposed signs, must be submitted for review and approval by the city council after consideration by the site plan review committee and the planning and zoning board.

(2) Prior to consideration by the site plan review committee, applicants for approval of master sign programs must provide written approval from the owner of the proposed project.

(3) Anything not specifically addressed in a Master Sign Program regulations will revert to the city sign code.

(4) As described in subsection (H)(5), the master sign program may include modifications to standard sign regulations:

(a) The proposed modifications are consistent with the purpose and intent of this chapter;

(b) The master sign program incorporates designs which are consistent with accepted principles of street graphics, including consideration of sign placement, size, shape, proportion, lettering, color, and overall relation to the overall project and adjacent properties;

(c) The design concepts employed reflect unified design concepts harmonious with the overall project and adjacent properties; and

(d) The proposed variations are not detrimental to public property or the health, safety, and welfare of the general public.

(5) Variations to the following subsections shall supersede the standard sign regulations and may be permitted within the master sign program subject to the conditions noted in subsection (H)(4).

(a) Subsection 155.05(V)—Prohibition of signs within road rights-of-Way. Signs within road rights-of-way may be permitted subject to compliance with Florida Department of Transportation standards and a written agreement with the affected property owner.

(b) Section 155.08—Regulations for permanent identification signs requiring permits.

(6) After verification, by the Planning and Zoning Department, that the sign permit application is consistent with the approved master sign program the building department shall issue all sign permits.

(7) Any proposed revisions to the master sign program must be approved by the planning and zoning board and city council.

(I) Reserved.

(J) Reserved.

Sec. 155.04. - Exemptions to Permitting Procedure.

(A) Provisions regulating exempted signs. The following types of signs do not require a permit provided the sign shall:

(1) Comply with section 155.05 - Prohibited Signs;

(2) Comply with applicable requirements in the zoning district where placed;

(3) Comply with other provisions in this section; and

(4) Be consistent with the spirit, intent, and purpose of this code.

(B) Signs exempted from permitting procedure.

(1) Any façade sign allowed by code, four (4) square feet and under.

(2) Traffic regulatory and Public directional signs. Traffic regulatory and directional signs erected by authorized agents of the city, county, state, or federal governments for the public safety and welfare. Such signs must comply with all applicable standards of the Manual of Uniform Traffic Control Devices.

(3) Permanent instructional signs. One (1) sign shall be permitted at each point of ingress and egress to a parking area; however, the signs shall not exceed two (2) square feet for nonresidential uses and shall not exceed four (4) feet in height. Properties zoned WI (Warehouse Industrial) and IN (Industrial) are permitted two

(2) two square foot instructional signs with a maximum height of six (6) feet. The signs may include the business logo and/or name, provided the sign area does not exceed the square footage described above. Signs shall be consistent with other site and building signs (color/material).

(4) Temporary signs.

(a) General restriction. It shall be unlawful for any person to place on any lot, parcel of land, building, or structure within the corporate limits of the city any sign or similar advertisement without the consent of the owner of said lot or parcel of land, building or structure. All temporary signs must follow the regulations of this chapter.

(5) Noncommercial Flags. The flying of individual national, state or city flags, limited to a total of two (2) in number per complex or project site. No one flag shall exceed a dimension of more than forty (40) square feet. If the flag is attached to a flagpole, it is subject to the following limitations: The length of the flag shall not exceed one- fourth (¼) of the length of the flagpole, i.e., twenty-foot pole permits a flag three (3) feet wide by five (5) feet long; thirty-five-foot pole permits a flag five (5) feet wide by eight (8) feet long. No flagpole shall exceed thirty-five (35) feet in height. No flags shall be used in such a way as to attract the attention of the public for commercial purposes.

(6) Non-commercial decorative art. Decorative or architectural features which are an integral element of a building or works of art so long as such features do not contain letters, logos, trademarks, moving parts, exhibit merchandise for sale on premises, and do not contain any form of illumination.

(7) Credit card signs. Credit card signs, decals or emblems shall be allowed but shall be limited to twenty-four (24) square inches each or an aggregate of ninety-six (96) square inches per business premises. Signs shall not count towards permitted square footage of façade signs.

(8) Vehicle tow-away signs. Vehicle tow-away signs erected pursuant to Florida Statutes, provided they do not exceed four (4) square feet.

(9) Corporate flags. A single corporate flag may be permitted subject to the following conditions:

a. For the purpose of this section, a corporate flag shall be defined as a flag, imprinted upon which is a nationally or internationally recognized trademark or logo for a specific corporate entity.

b. A corporate flag shall be attached to a freestanding pole mounted in the

ground. The pole height shall not exceed twenty-five (25) feet in height. It shall meet the setback of the zone it is in.

c. A corporate flag shall be permitted only on a parcel of land where a structure is occupied by a single tenant.

(10) Vehicle signs. All vehicle signs shall be exempt from all provisions of this chapter except when said signs are utilized at a specific location or site for advertising purposes in addition to or in lieu of a permanent sign as permitted under this chapter.

(11) Posted signs. Signs prohibiting trespassing, littering, loitering, dumping and similar actions, and parking lot signs such as pick up or no parking signs shall be permitted within property lines in all districts. These signs shall be limited to four (4) square feet in area and may be posted within property lines at a minimum of twenty (20) foot intervals with a height limit of ten (10) feet from the ground at its base.

(12) Design award signs. Temporary or permanent signs depicting architectural or other design awards or commemorating historic events or historical preservation status.

(13) Reserved ~~Public signs, changeable copy signs, and variable message boards shall be permitted under the authority of an authorized government official for the public health, safety, welfare and/or convenience of the public.~~

(14) Changes to sign panels on an existing permitted free standing sign or lightbox framed type façade signs if such sign is conforming to the current code. The alteration of the framing (square footage, location, or size) that holds the panel is not exempt.

(15) Gasoline pump apron and skirts. Sign must follow the regulations of this chapter.

(16) Public, private, and parochial school signs. Private and parochial signs must follow the regulations of this chapter.

(17) Model home feather flags. Sign must follow the regulations of this chapter.

(18) Window signs. No more than 40 percent of any window or door surface shall be covered with such signs. Window signage shall allow a clear and unobstructed view from outside the building and a normal line of sight inside the business establishment. Convenience stores are limited by state law to 20 percent window coverage.

(19) ATM machine's apron and skirt. Such sign must be under three (3) feet in height. Sign

must follow the regulations of this chapter.

(20) Projecting Blade Signs. Locate signs above exterior doors but below the roof to promote a pedestrian environment.

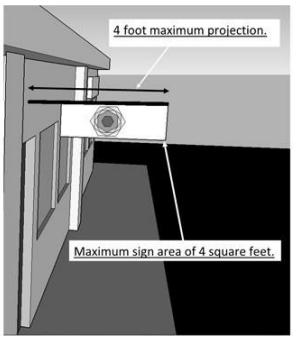
(a) Use no more than one (1) projecting sign per business.

(b) Signs shall project no more than four (4) feet from the building face and shall not project into the public right-of-way.

(c) At minimum, sign shall have a six-inch clearance from the building face. Design all projecting signs to be perpendicular from the building.

(d) A maximum sign area of four (4) square feet is permitted per business, in addition to permitted facade signage.

(e) The bottom of the projecting blade sign shall be located a minimum of nine (9) feet from the base of the building.



Sec. 155.05. - Prohibited Signs.

The following signs are prohibited on the effective date of this chapter. Such signs have been found to violate the purpose, intent, and specific provisions of this chapter.

(A) A sign which falsely simulates emergency vehicles, traffic control devices, or official public signs.

(B) Snipe sign, "stick-in" sign in landscaping, sandwich sign and add-on sign unless specifically allowed under another subsection in this chapter.

(C) A sign found by the Building Department to be structurally unsafe or a hazard to public safety or welfare, including signs creating a fire hazard.

(D) A sign obstructing any motorist's view of a street or intersection.

(E) Any abandoned sign.

(F) A series of two (2) or more freestanding signs which must be read together to obtain a single message.

(G) Flashing sign including but not limited to moving lights and digital signs except ~~for public signs, changeable copy signs and variable message boards~~ as specifically permitted in this chapter.

(H) Animated sign, to include any moveable attachments such as, but not limited to,

balloons, discs, streamers and any other similar action type eye catchers. This shall not include public signs, changeable copy signs, or variable message boards.

(I) A sign which obstructs any fire escape, any window, or door or other opening used as a means of ingress or egress so as to prevent free passage of persons.

(J) Any sign which interferes with openings required for ventilation.

(K) Trailer sign.

(L) Off-premises sign, except as provided for in subsection 155.07.

(M) Any temporary sign in violation of this chapter.

(N) Banners and flags that do not meet the special requirements of this chapter.

(O) Vehicle signs when used for advertising purposes at a given location or site in addition to or in lieu of a sign permitted under this chapter. Specifically, panels of any material added to any portion of a vehicle which extends from, attaches to or adds to the original vehicle body. Painted and magnetic signs applied flush to commercial vehicles which identify the business owner or lessee are allowed and exempt.

(P) Roof Sign (excepting allowable mansard roof signs and religious symbols approved as an integral part of the site plan for a steeple or other similar structural component of a place of worship).

(Q) Projecting sign. (See subsection 155.08 for exceptions to this type sign).

(R) Any sign placed without a permit after the effective date of the ordinance from which this chapter is derived when a permit is required.

(S) A sign in violation of subsection 155.06. If a sign is prohibited and the sign is a type that can be brought into conformance with this chapter, the owner or lessee of the sign can elect to bring the sign into conformity rather than remove the sign.

(T) Portable sign, except as specifically authorized in this chapter.

(U) Portable toilet or trash receptacle signs advertising any business other than the provider of the toilet or receptacle.

(V) Any sign placed or erected on or over any city property road right-of-way or in or on the median, except as specifically authorized in this chapter.

(W) A sign that displays any lewd, lascivious, obscene, indecent, or immoral written or graphic message.

(X) Bench sign.

(Y) Tethered inflatable sign (Balloon) except in conjunction with a special event permit.

(Z) Any sign placed in the required site landscaping areas or attached to any tree, shrub or plantings advertising any business, product or service located on the site.

(AA) Signs attached to or placed upon any utility pole, street light, sidewalk curb, fire

hydrant, bridge or any other public property, including the swale area, median or public right-of-way, unless specifically authorized herein.

(BB) Posters or other advertising signs placed on buildings, added to freestanding signs or placed on poles, dumpsters, gas pumps and islands or stacks of product stored outside buildings. (Not permitted by code.)

(CC) Permanent "come-on" sign (Sale Today!).

(DD) Billboards (except as shown in subsection 155.08 of the sign code).

Sec. 155.06. - General Sign Regulations.

(A) For new projects with multiple on premise signs, the applicant shall submit, with the site plan review application, architectural elevations showing that all facade sign locations meet height requirements. These will be reviewed for location only. After site plan approval, a sign plan application, with elevations, must be submitted separately for each sign, showing that all signs are compatible in color/material/design (including outparcel signs). Corporate logo and sign lettering with color variation is permitted.

(B) Construction standards.

(1) Compliance with Building Code. All signs installed shall be constructed in accordance with the current edition of the Florida Building Code.

(2) Compliance with Electrical Code. All signs using electrical current shall comply with the current edition of the National Electrical Code, N.F.P.A. 70.

(3) Screening of sign bracing. All bracing shall be hidden or covered so that it shall not be visible from the public right-of-way. The covered portion of the ends of such signs shall not be used for advertising purposes.

(4) Compliance with National Fire Protection Association Standards. Signs required by NFPA Standards take precedence over this chapter.

(C) Maintenance. All signs within the city limits including all supports, braces, guys and anchors shall be kept in good repair. Such signs shall be maintained by the owner as follows:

(1) The area surrounding said sign shall be kept free of all waste and debris.

(2) The sign must be legible.

(3) The sign must be structurally sound and in good mechanical repair, free of holes, with no loose or missing parts.

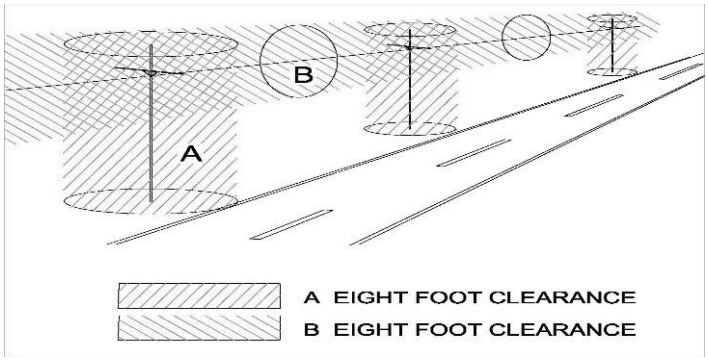
(4) Lighting on internally lit signs must be kept in good working order.

The city may order the removal by and at the expense of the owner or lessee of any sign that is not properly maintained.

(D) Signs not to constitute a traffic hazard. No sign shall be placed at any location in the city where

it may interfere with or obstruct free and clear vision for pedestrians or vehicular movement, or be confused with any authorized traffic sign, signal or device. Any such sign shall be removed at the direction of the city and at the expense of the owner or lessee.

(E) Signs not to encroach electric utility clear zone. No signs shall be placed closer than eight (8) feet from the nearest part of any utility pole which supports electrical transmission or distribution lines (see "A" of diagram below). No signs shall be placed closer than eight feet from the nearest part of any electric transmission or distribution line (see "B" of diagram below). If the National Electric Safety Code is now or hereafter more restrictive than the provisions of this subsection, its more restrictive provisions shall supersede the provision(s) herein.



(F) Illuminated signs. Only permanent signs ~~permitted for non-residential land uses~~ shall be allowed to be illuminated. Such signs may be self-illuminating or illuminated by ground level spotlights.

(1) Back-lit individually cut letters are encouraged in monument sign illumination.

(2) Use same-source lighting for signs and parking area lighting (i.e., do not combine metal halide with sodium vapor).

(3) Lighting and buffering shall be consistent with the city's zoning and landscape code.

(4) Light sources shall be directed away from abutting properties and shall not impair the vision of persons using the road right-of-way.

(5) All ground level spotlights shall be shielded from view by landscaping.

(6) Ground-mounted up-lights shall not exceed one hundred fifty (150) watts per sign face and shall shield light from aiming toward motorists and neighboring properties. Fixtures shall be hidden from view by sign foundation landscaping.

(7) No flashing signs shall be permitted, except time and temperature signs and public signs.

(8) Model home signs on residential lots shall not be illuminated.

(G) Distance separating signs. Distance requirements in this ordinance shall be measured from the nearest part of any sign to the nearest point of the closest applicable setback line, property line, deck line, or other applicable restricting line or point of separation (including distance between signs) or height limitation.

(H) Height. No part of any sign affixed to a building shall exceed the height of the deck line to which the sign is affixed. No sign shall project above the deck line for mansard roofs. The portion of a mansard roof located below the deck line shall be eligible for placement of a facade sign.

Sec. 155.07. - Regulations for Temporary Signs.

It is the purpose of this section to promote the public health, safety and general welfare through reasonable, uniform and content-neutral standards for temporary signs. It is the intent of the City that temporary sign regulations provide uniform criteria as to size, height and placement of signs compatible with the zoning district.

(A) Criteria required for temporary signs. The criteria for temporary signs is set forth in a Table entitled "Temporary Signs" in Section 155.11 below. A temporary sign is deemed unlawful if it does not meet the said criteria established for the zoning district in which the temporary signs is located.

(B) Prohibition of temporary signs on public property. Other than public signs, temporary signs are prohibited on public property, including rights-of-way.

(C) Duration and removal. Duration and removal. A temporary sign may not remain posted at a property for more than twelve (12) months after it was erected.

(D) Display of temporary sign requires permission of the property owner. A temporary sign can only be placed on a parcel with the express permission of the owner of the property.

(E) Temporary signs may not display any lighting. A temporary sign may not display any lighting or illumination and must remain static.

(F) Setbacks. All temporary signs must be set back at least 10 feet from the property line in zoning districts: GU, OSR, OSC, I, P, CN, CG, CH, CS, WI, IN, U, PUD, MPUD, and LMD. All temporary signs over 9 feet tall must be set back at least 10 feet from the property line in zoning districts: RE, RS-1, RS-2, RS-3, RM-5, RM-8, RM-11, RM-15, and RMH. All temporary signs under 9 feet tall must be set back at least 3 feet from the property line in zoning districts: RE, RS-1, RS-2, RS-3, RM-5, RM-8, RM-11, RM-15, and RMH.

Sec. 155.08. - Regulations for Permanent Identification Signs

Table I (A-D) identifies regulations governing the following sign characteristics: maximum square footage per single sign, maximum cumulative square footage, maximum height, minimum setback from property line, number of signs allowed, and direct or indirect lighting. The

following subsections describe supplemental regulations for managing permanent signs requiring permits.

(A) Identification signs for major residential development.

(1) Multiple family residential developments of ten (10) or less units. Signs shall be restricted to one facade sign indicating the name and/or address of the premises, provided the sign has a maximum area not exceeding sixteen (16) square feet.

(2) Multiple family developments or single family subdivisions of more than ten (10) units/lots and three (3) acres and over in area. Signs shall be restricted to a single sign per street frontage, indicating only the name and address of the premises. The sign may be a free standing or facade sign and shall have a maximum area not exceeding thirty-two (32) square feet. Where the project is shielded from the street by a fence or wall, lettering not exceeding twelve (12) inches in height may be permanently attached to the fence or wall at the entrance(s), and may be illuminated by ground level spot lights which are shielded from view by landscaping.

(3) Subdivision entrance signs. Such sign may be placed only on property consisting of land duly platted and comprised of three (3) acres or more including streets and rights-of-way within the platted boundaries of said property. The sign may be a free standing sign having a maximum area not exceeding thirty-two (32) square feet in area and shall not exceed ten (10) feet in height. Where the subdivision is shielded from the street by a fence or wall, lettering may be permanently attached to the fence or wall at the entrance(s), and may be illuminated by ground level spot lights which are shielded from view by landscaping. Two (2) sixteen (16) square foot signs, located one on each side of the subdivision entrance, may be permitted in lieu of the one (1) thirty-two (32) square foot sign.

(B) Model home sign. A model home as defined in Chapter 154 is permitted a sign not to exceed sixteen (16) square feet in face area and shall be at least ten (10) feet from the property lines. The sign shall not exceed five (5) feet in height measured from the crown of the road and shall not be illuminated. No wall/facade signs allowed. Only models with a valid model home permit shall be permitted to display a model home sign. A copy of the permit for the model home shall be submitted with the sign application.

(1) A model home is permitted a "feather" flag subject to the following requirements:

(a) A model home may display one "feather" flag on each multiple model home site starting with the second model constructed.

(b) The first model (or only model) will be permitted to have a monument sign, but

will not be permitted to have a "feather flag".

(c) Size shall not exceed 17′ height × 3′ width (maximum).

(d) Sign area shall not exceed forty-five (45) sq. ft. (maximum).

(e) Removal. A model home sign shall be removed within thirty (30) days after it no longer qualifies as a model home.

(C) Changeable copy signs. Changeable signs shall be permitted and included in the allowable sign area.

(D) Freestanding (permanent monument) signs.

(1) In addition to other city codes, the following standards shall apply:

(a) Signs shall be compatible with the architecture of the building (colors, materials).

(b) See Table I ~~1~~ for square footage, height, and setback requirements.

(c) Identify the business name/logo and type of business on tenant signs. Corporate logo and color are permitted on sign. Corporate logo must be included in sign calculation.

(d) Sign location must meet all setbacks requirements.

(e) Utilizing color of building on sign face, use no more than three colors on one sign face. This does not apply to individual tenant panels.

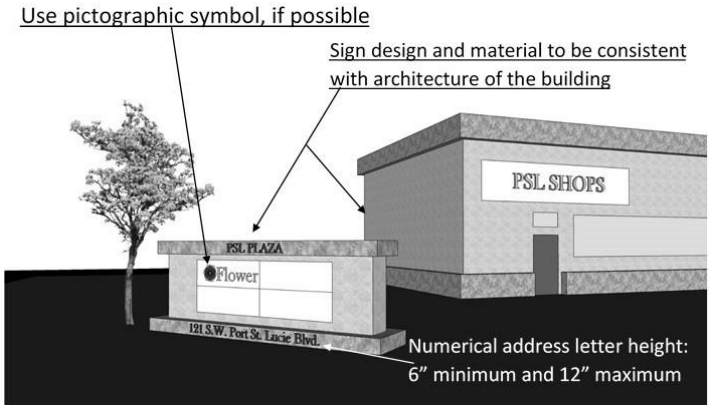
(f) For pole hung signs, design a decorative base/skirt under the sign consistent with the architecture of the building to create the appearance of a ground- mounted monument sign.

(g) Use a single pictographic symbol, if possible (e.g., a key on a locksmith's sign).

(h) For shopping centers/multi-tenant developments, the name of the complex must be shown. However, the name will not count toward the maximum sign area permitted.

(i) All freestanding signs must be a monument sign with the design and material to be consistent with the architecture and color of the building. Refer to definition of monument sign. Pole signs are prohibited.

(j) All freestanding (monument) sign locations must be shown on the approved site plan.



(E) Tenant signs attached to a building.

(1) In addition to other City standards, the following standards apply:

(a) Signs shall be consistent with the architecture of the building (colors, materials).

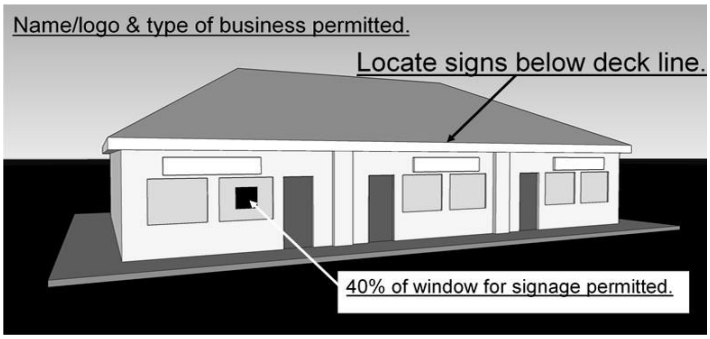
(b) Identify only the business name/logo and type of business on facade signs. Corporate logo and or pictographic symbols must be included in sign calculation.

(c) Use a pictographic symbol if possible (e.g., a key on a locksmith's sign).

(d) No sign shall be above the deck line and the placement of the sign must fit the design and architecture of the building.

(e) New strip mall signage is to be consistent, i.e.: all channel letters, all channel letters on a raceway, all box signs, etc.

(f) Once sign area is approved, square footage and location cannot change without a new sign application.



(2) Allowable sign is as follows:

(a) Less than 10,000 Square Foot Building:

(1.) Thirty-two (32) square feet plus one and one half (1.5) square feet for each additional linear foot of business frontage over twenty (20) feet and not to exceed a maximum of two hundred (200) square feet.

(b) 10,000 Square Foot Building to 25,000 Square Foot Building:

(1.) Thirty-two (32) square feet plus one and one half (1.5) square feet for

each additional linear foot of business frontage over twenty (20) feet and not to exceed a maximum of four hundred (400) square feet.

(c) 25,000 Square Foot Building or Greater:

(1.) Thirty-two (32) square feet plus one and one half (1.5) square feet for each additional linear foot of business frontage over twenty (20) feet and not to exceed a maximum of eight hundred (800) square feet.

(F) Building identification signs. The applicant may choose to use a building identification sign for buildings with a main entry only (no outdoor entry to individual bays). If the applicant chooses to use this type of sign no individual facade signs will be permitted. Only the building name can be shown above the entrance. If the building has more than one entrance that coincides with an additional street frontage an additional sign may be incorporated, but must mimic the original identification sign. Design sign to be compatible with the architecture of the building (color, materials). Sign may not be plastic, and may not be backlit. Sign shall be placed below the roof line. The names of the tenants can be shown on the monument sign. See Chapter 155: Sign Code, Table I ~~1~~, "Schedule of Regulations for Permanent Signs Requiring Permits" for allowable square footage.

(G) Commercial, institutional, and industrial uses less than three (3) acres. Freestanding signage for commercial, institutional, and industrial uses, including office uses, shall be restricted to one freestanding sign with a maximum signage of thirty-two (32) square feet per street frontage. One additional sign at thirty-two (32) square feet is permitted on the primary frontage street for commercial, institutional, and industrial uses with over two hundred forty (240) linear feet of primary street frontage. The two freestanding signs may be consolidated into one (1) sign not exceeding one (1) square foot per five (5) linear feet of frontage or sixty (60) square feet, whichever is less. In addition, sites having multiple street frontage may erect one (1) additional sign per street frontage.

(H) Commercial, institutional, and industrial complexes (three (3) acres and over). Freestanding signage for commercial, institutional, and industrial complexes shall be restricted to one freestanding sign per street frontage. One additional sign at the permitted square feet stated in Table I is permitted on the primary frontage street for commercial, institutional, and industrial uses with over two hundred forty (240) linear feet of primary street frontage. In addition, sites having multiple street frontages may erect one additional sign per street frontage. All such signs shall comply with regulations governing signage for commercial, institutional, and industrial complexes which are contained in Table I: Schedule of Regulations for Permanent Signs Requiring Permits.

(I) Institutional Zoning Districts Freestanding Signs

(1) Permitted to include a limited portion of the approved signage, per Table I, as an electronic message board sign.

(2) The electronic message board sign portion is permitted to be a maximum of 20 square feet.

(3) Display Criteria and/or limitations
- (a) Displays shall be limited to messages that appear or disappear from the display with no movement or scrolling. In no case shall the display use a flash mode of operation.
- (b) Content shall be non-pictorial, text information and be a maximum of three lines of copy
- (c) Each message must be displayed for a minimum of 6 seconds.

(4) Luminance Criteria
- (a) Maximum Luminance:
  - (1.) Daytime = 10,000 nits
  - (2.) Nighttime = 300 nits (candela per square meter)
- (b) Maximum luminance above ambient light = 3 nits
- (c) The display must be equipped with automatic and manual dimming controls.
- (d) All electronic message signs shall be equipped with ambient light sensors.

(5) Operation Criteria
- (a) If any part of the sign malfunctions or there is a failure of any component of the message board disrupting the display, the sign will be required to be shut down completely by the owner until the issue is addressed.
- (b) At time of permit submittal operational details on how the sign functions such as dims, and/or changes shall be required.

(6) Free Standing Sign Location requirements
- (a) Required to be perpendicular to the ROW and may not face any residentially zoned property.
- (b) Signs may not be located closer than 100 feet from any side property line abutting a ROW.

(J) On-site directory signs are allowed on properties with multiple buildings and shall be limited to the name of the center and/or the names of the occupants of the center. All directory signs on a premises shall be consistent in design, color, and materials, and the copy shall be identical except that different tenant names can be displayed in each directory sign. One sign per building is allowed with a maximum square footage of thirty-two (32) square feet of total signage. This sign area shall be in addition to the sign area allowed for freestanding (monument) sign.

(K) Multi-story Buildings. A sign prohibited above the second floor of a building with the exception of building identification signs.

(L) ATM signs. The signs may identify the individual business, logo and principal services offered at the ATM. ATM sign area may be an accumulative of sixteen (16) square feet and must be under sixteen (16) feet in height.

(M) Gas service facility signs. Gas service facilities shall be permitted additional signs not to

exceed eight (8) square feet per service island in order to provide information required by State and Federal law, including price and type of fuel, octane rating safety information or to direct traffic. Gas service facility shall be permitted a maximum of twenty 20 square feet for a price sign if it is part of the site's free standing sign permitted under subsection 155.08(G). The price on the site's free standing price sign is permitted to be nonmoving adjustable digital LED (light emitting diode) lights. Facilities with two street frontages may have an additional sign with a maximum area of thirty-two (32) square feet.

(N) Gas station canopy signs. Height of canopy must be shown on the architectural elevations submitted with the site plan. Cumulative sign area for all sides of the canopy is limited to thirty-two (32) square feet. No lighting will be permitted on any side of the canopy that faces residential zoning.

(O) Fuel pump valance signs. Double faced valance signs are permitted above each fuel dispensing unit and any such signs are limited to six (6) square feet per side per island. Only one permit is needed for all said signs at each gas station.

(P) Drive-through and drive-through canopy signage. Up to four (4) drive-through instructional signs such as, but not limited to, "Drive-Thru", "Order Here", "Clearance", "Commercial", "ATM", "Pick- Up", etc. may be submitted on one application with one (1) fee. The square footage for each sign may not exceed four (4) square feet and is in addition to all other allowed facade signage.

(Q) Menu boards, pre-sell boards, and digital order preview screens. Three (3) per ordering lane. Maximum height of six (6) feet. Total size per ordering lane may not exceed sixty (60) square feet cumulatively and can be scrolling adjustable digital LED (light emitting diode) signs. Location must be shown at time of site plan approval.

(R) Menu or sandwich signs. Must be in front of business and not obstruct the walkway and must not be placed in the landscaping.

(S) Billboards. Billboards shall be permitted subject to the requirements of section 158.136 and section 158.137 of the zoning code and the following regulations:

(1) Billboard special exceptions shall be for a period of ten (10) years at which point a new application subject to the then existing regulations shall be submitted. If the new application is not approved, the billboard and supporting structure shall be removed within sixty (60) days of the date of final city council action.

(2) Billboards shall be subject to annual inspection after receipt of the annual fee. If the fee is not received and/or the billboard does not pass inspection the billboard and supporting structure shall be removed within sixty (60) days of the date of annual

renewal. The renewal fee for expired permits shall be doubled.

(3) All billboards shall be located within two hundred (200) feet of the Florida Turnpike or I-95 right-of-way; at least two hundred (200) feet from any land with any residential land use, at least 1500 feet from any other billboard on the same side of the Florida Turnpike or I-95 and shall meet the setback requirement of the zoning ordinance.

(4) Billboards shall be limited to six hundred seventy-two (672) sq. ft. in area with a maximum height of fifty (50) feet. The height shall be measured from the crown of the road which the sign faces.

(5) Billboards may not include flashing lights or animated signs but may include automatic changeable facing billboards if specifically approved as part of the special exception application.

(6) Lighting shall be shielded and shall not be directed at any area with residential, institutional, or commercial land use or zoning nor at any public or private road right-of-way.

(7) Billboards shall be single center mounted steel frame or equivalent and shall meet the city wind load requirements.

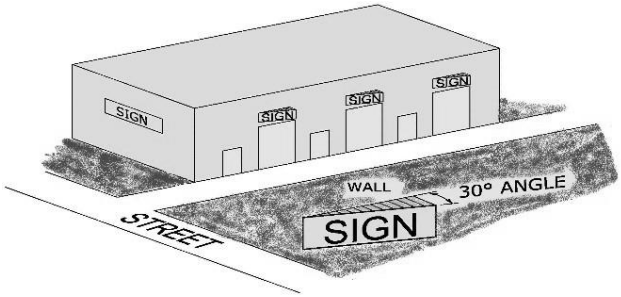
(T) Projecting signs. Projecting signs shall be permitted under the following conditions to allow businesses signage which is visible from the street.

(1) The building shall be oriented on the property perpendicular to the street entrance.

(2) The business frontages are located along this perpendicular wall and not readily visible from the street.

(3) The unit on the street end of the building is the only unit with an eligible signage area visible from the street.

(4) The interior businesses may locate a projecting sign on their business frontage that projects no more than a thirty (30) degree angle from the common wall. (See diagram below).



(5) The bottom of the projecting sign shall be located a minimum of nine (9) feet from the base of the building.

(6) The top of the sign shall not extend above the roof line.

(7) In some cases, the total allowable signage area cannot be accommodated on such a projecting sign because of the overall size. The remaining signage area may be located flush with the wall at that business frontage.

(8) Signage shall not interfere with the clearance for any overhead doors.

(9) Signage shall be adequately constructed and securely anchored in accordance with the latest Florida Building Code.

(10) The sign application shall include a drawing which clearly defines the angle and dimensions of the proposed sign.

(U) Signs on a Canopy or awning. Signs shall be permitted on canopies and awnings subject to the following limitations:

(1) Such signs shall be counted in determining the total area of the wall/facade signs permitted on the wall from which the canopy or awning projects.

(2) Such signs shall indicate only the business name/logo and type of business.

(V) Adult entertainment businesses. Signage for Adult Entertainment Businesses shall be permitted under the following conditions and per Chapter 113, subsection 113- 50(f), Adult Entertainment Code:

(1) Wall signage. Wall signage shall be restricted to one sign to be located on the street frontage wall. The maximum size shall be thirty-two (32) square feet. Neon lighting shall be prohibited. No animation on any part of the sign or building will be allowed.

(2) Freestanding signs. Separate project sites are permitted one freestanding sign limited to thirty- two (32) square feet of sign area to be located on the street frontage. The setback from all property lines shall be ten (10) feet. The height of the sign at the top shall not exceed ten (10) feet above the crown of the road. Neon lighting shall be prohibited. No animation on any part of the sign will be allowed. For multiple use sites, existing freestanding signs may not have available area for all businesses in the project.

(W) Neighborhood signage. Neighborhood identification signs may be permitted within those areas which are defined as follows:

(1) Neighborhoods may be identified as separate subdivisions of a larger subdivision. It may also apply to areas which have distinct characteristics that tie them together.

(2) Freestanding identification signs shall be permitted as follows:

(a) Two sixteen (16) square foot signs, located one on each side of the

neighborhood entrance or one thirty-two (32) square foot sign. Maximum height at the top shall be ten (10) feet.

(b) A logo may be included which represents the neighborhood.

(c) Setback from side property lines shall be ten (10) feet. Setback from the street front property line may be five (5) feet provided it is on common property under the jurisdiction of a homeowners association or some similar arrangement. If there is a median at the entrance to the neighborhood, the sign may be placed in the median so as not to obstruct traffic, or interfere with or create a traffic hazard.

(X) Address to be incorporated in the sign design.

(1) Exhibit numerical address on the front facade of building (close to main building entrance) and on the freestanding sign (if provided). All new freestanding signs shall have an address incorporated in the sign design. Where applicable a range of numbers shall be shown: e.g., 2840—2910. Existing signs shall be required to include this numbering upon applying for any change. All other existing signs shall be replaced or changed to include this information as of January 1, 2004. Numbering will not be included as part of the allowed square footage. It shall be composed of numbers six (6) inches minimum to twelve (12) inches maximum in height in the Helvetica Medium typeface. Notification of this requirement to all existing businesses shall be included upon renewal of business tax receipts.

(Y) Rear building signs. Buildings with rear parking may have identification signs on the rear building walls that are no more than four (4) square feet in area. Observe guidelines for "tenant signs attached to buildings" listed above. In the event that the rear of a building faces a public road, the total square footage allowance may be divided between the front and rear. In the case of multiple tenants, no more than a thirty-percent (30%) height variation between tenant signage will be permitted.

Sec. 155.09. - Nonconforming Signs.

(A)

(1) Continuance of Existing Nonconforming Signs. Subject to section 155.11, signs, including billboards, in place and properly maintained, at the time this ordinance is enacted which do not comply with all the provisions of this ordinance but which conform to sign regulations existing prior to enactment of this chapter or which were authorized by the City of Port St. Lucie prior to the effective date of this ordinance may be

continued subject to the termination provisions of subsection 155.09(C). No such nonconforming sign shall be changed in any manner.

(2) Subject to section 155.11, any sign which lawfully exists on property annexed into the city after the effective date of this ordinance may be continued although such sign does not conform to all the provisions contained herein. However, all such nonconforming signs shall be removed or brought into conformity with this ordinance not later than five (5) years from the date of annexation of the property where such sign is placed. No such nonconforming sign shall be changed in any manner.

(B) Alterations to nonconforming signs. No existing nonconforming sign shall be structurally altered, moved or have the wording changed unless brought into conformity with the requirements of this section, provided, however that this restriction shall not apply to the change of copy on changeable copy signs. Alterations to nonconforming signs which do not bring the signs into compliance may be permitted as part of an approved master sign program.

(C) Termination of nonconforming signs. Nonconforming signs shall be terminated and removed in the following manner:

(1) By abandonment. Abandonment of a nonconforming sign shall require the real property owner immediately to remove such sign or bring it into conformity.

(2) By violation. Any violation of this chapter other than the existing nonconforming status of a sign at the time of enactment of this chapter shall require the owner immediately to remove such sign.

(3) By destruction, damage or deterioration. The use of any nonconforming sign shall terminate whenever the sign is damaged or destroyed, or become substandard under any applicable city code, or becomes a hazard or danger, and upon termination shall be removed.

(4) The use of a nonconforming window sign shall terminate eighteen (18) months from the date on which such sign becomes or became nonconforming unless the said sign is brought into conformance with all provisions of this chapter.

(5) Grandfather clause. The use of a nonconforming sign shall terminate five (5) years from the date on which such sign becomes or became nonconforming unless the said sign is brought into conformance with all provisions of this chapter.

Sec. 155.10. - Removal of Prohibited Signs.

(A) General policy regulating removal. The code compliance division shall notify the owner or other persons having control or authority over a sign prohibited pursuant to section

155.05, in accordance with section 155.11 and specify a reasonable time for removal or other required action regarding the sign. Notwithstanding, this provision, hazardous signs or any sign placed upon public property or public right-of-way without specific authorization herein may be removed immediately by the code compliance division without prior notice. The code compliance division shall allow a prohibited sign to remain only for the minimum time reasonably necessary for its removal.

(B) Unlawful signs. Any sign installed prior to the effective date of this chapter, which required a permit or required other approval of the city, wherein no proper permit or permission was obtained, is an unlawful sign and shall be subject to removal in accordance with this chapter unless a permit is obtainable and is obtained under this section, according to the time frame outlined in a notice of the unlawfulness of such sign.

Sec. 155.11. - Enforcement of the Sign Ordinance.

(A) Duty of enforcement. The code compliance division shall have responsibility for enforcing the provisions of this chapter. The building department shall have the responsibility of enforcement of the applicable building codes. When the building department performs sign or related permit inspections, they shall note and forward any non-building code violations to code compliance division.

(B) Removal of prohibited, unlawful and nonconforming signs. At the termination of the time periods for which prohibited, unlawful or nonconforming signs are permitted to remain under this chapter, all such signs placed and maintained on public or private property in violation of this chapter shall be removed by the owner or lessee upon order of the code compliance division as required herein.

(C) Violations and enforcement procedures. Violations of this code shall be cited by the code compliance division pursuant to procedures incorporated into §§ 37.05 through 37.09 of the City Code.

(D) Penalties for violation. Any owner or lessee failing to remove any such sign or structure within the ordered time period, or any person who violates, disobeys, omits, neglects, or refuses to comply with, or who resists, the enforcement of any of the provisions of this chapter shall, upon conviction thereof, be punished as provided in section 37.07 of the City Code. Forfeiture of bond(s) posted shall be automatic upon a conviction of this chapter.

(E) Procedures for a variance request. The procedure for seeking a variance to the terms of this code shall be as outlined in the Zoning Ordinance (sections 158.295 through 158.302). Variances may be considered for size, height and location of signs. Applicants are

required to submit elevation drawings and dimensions of proposed signs and changes. As a part of any such request, the applicant is required to propose additional beautification improvements to the project such as increased landscaping. A variance shall not be granted to subsections 155.06 (B), (C), (D) or (E).

(F) Procedures for an Appeal. The procedures for appeal shall be as outlined in the Zoning Ordinance (sections 158.335 through 158.341).

(G) Table I (Sub-tables A-F)

A							
Free Standing Signs							
Use	**Maximum Square footage per sign**	**Maximum Square footage cumulative**	**Maximum Height**	**Minimum Setback from property lines**	**Number of Signs permitted**	**Direct Lighting**	**Indirect Lighting**
Multi-Family > 10 units	32	N/A	10’	10’	Section 155.08 (A) (2)	No	Yes
Subdivision Entrance	32	N/A	10’	10’	Section 155.08 (A) (3)	No	Yes
Government Directional Sign	4	N/A	10’	10’	N/A	No	No

B							
Free Standing Sign Continued - Commercial, Institutional, and Industrial							
Use	**Maximum Square footage per sign**	**Maximum Square footage cumulative**	**Maximum Height**	**Minimum Setback from property lines**	**Number of Signs permitted**	**Direct Lighting**	**Indirect Lighting**
< 3 acres	32	32	10’	10’	Section 155.08 (G)	Yes	Yes
NOTE: S.F. calculated = 1 S.F. per 5 lineal Ft. of lot frontage							
3-4.9 acres	60	Note	10’	10’	Section 155.08 (H)	Yes	Yes
5-9.9 acres	100	Note	10’	10’		Yes	Yes
10-19.9 acres	150	Note	15’	10’		Yes	Yes
20 and greater acres	200	Note	20’	10’		Yes	Yes

C

Façade Signs (Residential)

Use	Maximum Square footage per sign	Maximum Square footage cumulative	Maximum Height	Minimum Setback from property lines	Number of Signs permitted	Direct Lighting	Indirect Lighting
Multi Family > 10 units	16	N/A	20'	N/A	Section 155.08 (A) (1)	No	Yes

D

Façade Signs (Commercial, Institutional, and Industrial)

Use	Maximum Square footage per sign	Maximum Square footage cumulative	Maximum Height	Minimum Setback from property lines	Number of Signs permitted	Direct Lighting
< 10,000 Square foot Buildings	32 Sq. Ft. + 1.5 Sq. Ft. for each lineal ft. of business frontage over 20'	Not to exceed 200 Square feet	See 155.08 (E) & (K)	N/A	1 per business façade/section of a façade	Yes, as long as the said sign is not facing residentially zoned property
10,000 – 25,000 Square Foot Buildings		Not to exceed ~~200~~400 Square feet				
> 25,000 Square Foot Buidling		Not to exceed ~~200~~800 Square feet				

E

Window Signs

Use	Maximum Coverage of each window and/or door glass	Maximum Height
Commercial	40%	Section 155.08 (E) & (K)
Convenience Store	20%	

F

Temporary Signs				
	Under 5 acres		5 acres and over	
Zoning District	Aggregated Size	Height	Aggregated Size	Height
GU	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
RE, RS-1, 2, 3	16 sq. ft.	6 ft.	32 sq. ft.	10 ft.
RM-5, 8, 11, 15	16 sq. ft.	6 ft.	32 sq. ft.	10 ft.
RMH	16 sq. ft.	6 ft.	32 sq. ft.	10 ft.
OSR	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
OSC	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
I	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
P	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
CN	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
CG	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
CH	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
CS	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
WI	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
IN	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
U	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
PUD	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
MPUD	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.
LMD	32 sq. ft.	10 ft.	60 sq. ft.	10 ft.

Sec. 155.12. - Text Amendments.

Text amendments to the Sign Code shall be subject to the same requirements, process, and procedure outlined in sections 158.316—158.321 of the Code for text amendments to the Zoning Code.

Chapter 155 Sign Code
City of Port St. Lucie Text Amendment
P25-071

SUMMARY

Applicant's Request:	An update to Chapter 155 Sign Code
Applicant:	City of Port St. Lucie
Applicant Type:	Zoning Text Amendment to the City's Land Development Regulations
Project Planner:	Daniel Robinson, Planner III

Project Description

Proposed amendment to Chapter 155, "Sign Code" (Exhibit A) of the Code of Ordinances of the City of Port St. Lucie to provide clarification on sign code regulations and exemptions, to correct a scrivener's error, and to allow an additional freestanding sign for larger projects based on primary street frontage.

Background and Analysis

Staff is proposing an amendment to the Sign Code that includes the following changes:

- 155.03 – Adding clarifying statements that Public Signs are exempt from regulations of the Sign Code (Chapter 155) including requirements of a sign permit.
- 155.03(A) (f & i) – Update to remove the requirement of printed copies as the City has progressed to digital submittals for sign applications.
- 155.03(C) – Removing the statement that tenant panel changes for existing permitted signs need to be reviewed by staff and adding a comment to refer to Section 155.04 Exemption to permitting process.
- 155.04(B)(4) – Adding a statement of "All temporary signs must follow the regulations of this chapter" so it is clear that temporary signs do not need sign permits but they must follow setback and size requirements provided in this chapter.
- 155.04(B)(7) - Adding a statement for Credit Card Signs of "Signs shall not count towards permitted square footage of façade signs" so it is clear that the credit card signs will not count as the permitted façade signage square footage.
- 155.04(B)(13) – Removing Public Signs form the exemption form permitting list as the statement was added at the beginning of the chapter clarifying the exemptions of such signs.
- 155.04(B)(14) – Adding freestanding or lightbox framed type façade signs to clarify that both type of tenant panels are exempt from permit requirements when changed.
- 155.04(B) (15-17, & 19) – Clarifying that all other regulations of the chapter must be followed.

- 155.05(G) – Clarifying that digital signs are flashing signs and are not permitted and removing reference to Public signs as it is addressed in the beginning of the chapter.
- 155.08(E)(2) – Clarifying the building square footage separation from subsection (b.) that states 10,000 – 25,000 square feet building are permitted 400 square feet of signage and subsection (c.) currently states 25,000 square feet and greater. That overlaps so subsection (c.) is being updated to "Greater than 25,000 Square Foot Building" to match Table D.
- 155.06(F) – Removing the restriction of lighting for residential signs.
- 155.08(D)(i) – Clarifying pole signs are not permitted and to reference the definition of monument sign.
- 155.08(H) – Adding a statement of "One additional sign at the permitted square feet stated in Table 1 is permitted on the primary frontage street for commercial, institutional, and industrial uses with over two hundred forty (240) linear feet of primary street frontage" to allow the same privilege as commercial properties under three (3) acres. Section 15508(G) provides commercial properties under three (3) acres "One additional sign at thirty-two (32) square feet is permitted on the primary frontage street for commercial, institutional, and industrial uses with over two hundred forty (240) linear feet of primary street frontage." This change will accommodate large sites with multiple entrances and larger street frontage as they are only permitted a single sign per street frontage currently.
- Table D under <u>Maximum Square footage cumulative</u> a scrivener's error is being corrected. Section 155.08(E)(2) provides the regulations that this table mirrors. The numbers were copied incorrectly with the previous text amendment into Table D. For Buildings 10,000 – 25,000 square feet the section permits 400 square feet of signage, but it was written as 200. Also, for buildings greater than 25,000 square feet, the section permits 800 square feet of signage, but it was written as 200. Table D is being revised to reflect the correct numbers.

The clarifying language proposed within the chapter as it pertains to "Public Signs", specifying that they are exempt from the permitting process for signs and from all other regulations of the chapter and the correction of the scrivener's error in Table D to correct the square footage permitted will eliminate any confusion in the interpretation of the requirements of the Sign Code. The addition of the regulation for additional signage for commercial sites over three (3) acres will afford the same privilege that commercial properties under three (3) acres currently have. This change will also accommodate large sites with multiple entrances and longer street frontage as they are only permitted one sign per street frontage currently.

STAFF RECOMMENDATION

The Planning and Zoning Department finds the proposed text amendment to be consistent with the intent and direction of the City's comprehensive plan and recommends approval.

Chapter 155 Sign Code

Text Amendment

(P24-016)

City Council– June 23, 2025

Daniel Robinson, Planner III

This is a city-initiated amendment to Chapter 155, “Sign Code”, of the Code of Ordinances of the City of Port St. Lucie. We consider this a housekeeping item.

Staff has updated the sign code to provide clarification on exemptions, correct a scrivener’s error, and provide additional freestanding signs for larger developments.

Modification Request

- Clarifying or spelling updates – 155.01 (E) - 155.03 (A)&(C) – 155.04 (B)(4, 7, 13-17, & 19) – 155.05 (G) – 155.06 (F) – 155.08 (D)(i).
- Additional freestanding sign for larger developments - 155.08 (H)
- Scrivener's error – Table D.

Modification Request

- Chapter 155 was modified to clarify that public signs are exempt. Section 155.03 and Section 155.04 (B) (13) was updated to support this clarification.
- Section 155.04(B) was updated to clarify what regulations shall be followed by each sign type that is exempt from the sign permitting process.
- Section 155.04(B)(7) was updated to clarify that credit card signs are not counted towards the permitted façade square footage. For example, an ATM machine in the wall of a commercial building may have a credit card sign that is limited to twenty-four (24) square inches each or an aggregate of ninety-six (96) square inches per business premises and that will not count in the calculation of permitted façade signage.
- Section 155.06 (F) has been updated to remove the restriction on residential neighborhood entry signs having lighting.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Modification Request

- Section 155.08 (H) was updated to grant the ability for commercial, institutional, and industrial complexes of three (3) acres and over to have one additional freestanding sign on the primary frontage street with over two hundred forty (240) linear feet of frontage. This is what is already permitted for commercial, institutional, and industrial complexes of less than three (3) acres.
- Section 155.08 (E)(2) has regulations for façade signage that is also detailed in Table "D". A Scrivener's error was made on the table during the last amendment. Table D has been updated to properly reflect the regulations of square footage permitted listed in Section 155.08 (E)(2).
- There were other miscellaneous clarifying changes made thought the Chapter as listed in the Staff Report.

Recommendation

The Planning and Zoning Board recommended approval of the staff-initiated text amendment at their regular meeting of June 3, 2025.

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-609

Agenda Date: 6/23/2025 **Agenda Item No.:** 10.c

Placement: First Reading of Ordinances / Quasi-Judicial Hearing

Action Requested: Motion / Vote

Ordinance 25-38, Quasi-Judicial, Public Hearing, an Ordinance Approving the 4th Amendment of the Planned Unit Development Document for Gatlin Plaza, Located South of SW Gatlin Boulevard and East of I-95 (P23-159).

Submitted By: Francis Forman, Planner III

Strategic Plan Link: The City's Goal of a diverse local economy and employment opportunities.

Executive Summary (General Business): The City has received an application from Culpepper & Terpening, Inc, acting as the agent for BDG Port St. Lucie, LLC, the property owner, for the 4th Amendment to the Gatlin Plaza PUD. A public hearing on the proposed PUD amendment was held by the Planning and Zoning Board on June 3, 2025. The project was recommended for approval subject to the condition that city staff and the applicant finalize a new traffic condition to address traffic monitoring.

The Public Works Department has prepared a new condition to be added under Exhibit 6. Section 4. D. of the Gatlin Plaza PUD that provides for traffic monitoring. The proposed condition is shown as Attachment “A”, Proposed Public Works Traffic Monitoring Condition, of the submittal packet and identified below. The minutes from the June 3, 2025, Planning and Zoning Board Hearing are included in the submittal packet as Attachment "B".

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council approve the ordinance amending the Gatlin Plaza Planned Unit Development as recommended by the Planning and Zoning Board and with the following condition added under Section 6. 4. D. of the Gatlin Plaza PUD prior to the second reading of the ordinance:

1. Six (6) months after Certificates of Occupancy, or equivalent use authorizations, have been issued for a cumulative total of 580,000 square feet of commercial uses in the Gatlin Plaza PUD, the owner of the property, labeled as Tract B in the PUD, shall provide a traffic monitoring review of the driveway accesses for the Gatlin Plaza PUD. This monitoring report shall at a minimum assess the level of service and operational conditions of the intersections of Brescia Street & Gatlin Boulevard and Fondura Street & Gatlin Boulevard. Should any operational deficiency be observed or shown in the report or a level of service deficiency be shown, that is attributable to the impacts generated by the development within Tract B of the Gatlin Plaza PUD, the owner of Tract B shall develop and present to the City an acceptable mitigation to off-set any operational or level of service deficiency. Should any Level of

Service or Operational deficiency be observed through this review, no building permits authorizing more than 580,000 square feet of development activity within the PUD shall be allowed until the appropriate mitigation to off-set any deficiency is under construction.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the ordinance subject to the condition noted above.
2. Move that the Council not approve the ordinance and provide staff direction.

Background: The Gatlin Plaza PUD was first approved in 2005 (P04-431), under Ordinance 05-032 at which time the parcels were created and rezoned under the master PUD from St. Lucie County's Agricultural (AG-1) to PUD. The master PUD was amended throughout the years to further improve the development and allowances, including commercial and light industrial uses, as well as to include additional land area to further the development potential of the area. The creation and amendments to the master PUD are in accordance with Policy 1.1.4.13 of the Future Land Use Element, which establishes the zoning districts compatible with the City's Future Land Use classifications.

Issues/Analysis: The proposed PUD amendment is consistent with Policies 1.1.4.10 and 1.1.4.13 of the comprehensive plan establishing the compatible land use classification and zoning districts, along with the commercial and service commercial intensity of the allowable uses within the Gatlin Plaza PUD. The purpose of the amendment is to add commercial and service commercial square footage within the development as well as adjust the PUD master plan to divide the existing Tract B in future development, stormwater and conservation tracts. A traffic impact analysis was provided and reviewed by the Public Works Department and the City's traffic consultant. New traffic conditions have been added to the PUD as outlined in the Public Works Traffic Memo.

Financial Information: N/A

Special Consideration: N/A

Location of Project: The property is located south of SW Gatlin Boulevard and east of Interstate 95.

Business Impact Statement: N/A

Attachments:

1. Ordinance
2. Exhibit A - PUD Document
3. Staff Report
4. Application
5. Public Works Traffic Memo
6. Attachment "A" - Public Works Traffic Monitoring Condition
7. Attachment "B" Minutes from the June 3, 2025 Planning and Zoning Board Hearing
8. Agent Authorization
9. Warranty Deed
10. Special Warranty Deed

11. Staff Presentation

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 24319-06

Legal Sufficiency Review:
Reviewed by Carly Fabien, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 25-38

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, PROVIDING FOR THE 4TH AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT FOR THE GATLIN PLAZA PUD FOR PROPERTIES LOCATED SOUTH OF SW GATLIN BOULEVARD AND EAST OF FLORIDA INTERSTATE 95; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABLITY; AND PROVIDING FOR AN EFFECTIVE DATE. (P23-159)

WHEREAS, Gatlin Plaza Condominium Association, Inc, hereinafter referred to as the Applicant, seeks to amend the Gatlin Commons Planned Unit Development (PUD) located south of SW Gatlin Boulevard and east of Florida Interstate 95; and

WHEREAS, by Ordinance #05-032, the City of Port St. Lucie City Council approved a Planned Unit Development Document and Conceptual Development Plan for the Gatlin Plaza PUD (P04-431), a development located in a Planned Unit Development Zoning District; and

WHEREAS, the Gatlin Plaza PUD was subsequently revised and restated by Ordinances #05-105, #07-137 and #15-065; and

WHEREAS, the Applicant seeks to amend the Gatlin Plaza PUD to revise the PUD document to add approximately 353,000 square feet building area and to divide the existing Tract B of the PUD into six (6) tracts that will encompass four (4) new development tracts, a stormwater and a conservation tract; and

WHEREAS, the proposed amendment to the Gatlin Commons PUD is attached as Exhibit "A" and incorporated herein; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on June 3, 2025, to consider the application (P23-159), notice of said hearing to adjoining property owners for a radius of seven-hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on June 23, 2025, to consider the application (P25-159), advertising of the public hearing having been made; and

WHEREAS, after review of the recommendations of the City staff and the Planning and Zoning Board, comments made at the public hearing, and careful consideration of the issues and evidence, the City Council finds that the proposed amendments to the Planned Unit Development

Document and Concept Plan are consistent with Article of X Chapter 158 of Title XV of the Port St. Lucie City Code;

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Ratifications of Recitals. The City Council of the City of Port St. Lucie, Florida, hereby adopts and ratifies those matters as set forth in this Ordinance.

Section 2. That the Gatlin Plaza Planned Unit Development Document is amended as described in the Gatlin Plaza PUD Amendment No. 4 document which is hereby formally adopted and attached as composite Exhibit "A".

Section 3. The Gatlin Plaza PUD Amendment No. 4 document shall be the internal PUD design standard for the subject property.

Section 4. If any ordinances, or parts of ordinances, or if any sections or parts of sections of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of conflicting provisions.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 25-38

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2025.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

EXHIBIT A

Presented to:
City of Port St Lucie Planning & Zoning Department
121 SW Port St Lucie Boulevard
Port St Lucie, Florida 34984

APPLICATION

For

4TH AMENDMENT TO THE ~~P.U.D. APPROVAL FOR THE AREA TO BE REFERED TO AS~~ GATLIN PLAZA PUD

~~91.05 Acres~~

For
BDG Port St. Lucie, LLC
300 Robbins Lane
Syosset, NY 11791
(516) 921-0800

Prepared by:
Culpepper & Terpening, Inc.
South 25th Street
Ft. Pierce, Florida 34982
(772) 464-3537

July 2025
P23-159/PSLUD 11-863-000
Ord 25-38 (July 14,2025)

LIST OF AMENDMENTS

General:

Original Gatlin Plaza PUD approved through Ord.05-032.

Amendments to this PUD were made in; July 2005 (Ord 05-104/P05-151);
December 2007 (Ord - 07-137/ P07-216); and,
September 2015 (Ord - 15-065/ P15-093).

****

Gatlin Plaza PUD Amendment No. 1 (P05-104)(Ord 05-104)

- Adding an additional 61.5 acres into the overall Gatlin Plaza PUD.
- Amending the conceptual site development plan (as originally described in Ord 05-032) to account for the addition of 61.5 acres into the overall Gatlin Plaza PUD
- Providing for the entering into of a Memorandum of Understanding (MOU) with the City regarding improvements at the intersection of I-95 and Gatlin Boulevard.
- Providing for certain site access (primary and secondary) improvements to the Gatlin Plaza PUD as depicted in the revised master site plan for the Gatlin plaza PUD.

****

Gatlin Plaza PUD Amendment No. 2 (P07-216) (Ord 07-137)

- Minor Editorial Modifications to the Cover Page
- Minor Editorial Modifications to the Table of Contents
- List of Exhibits has been Modified to Include All Exhibits
- Minor Editorial Modifications to the Development Team
- Minor Editorial Modifications to the Introduction
- Exhibit 1a - Addition of Application
- Exhibit 1b - Addition of Legal Description
- Minor Editorial Modification to Exhibit 2
- Exhibit 4
  - Minor editorial modifications
  - Addition of Tracts B, C, D and E
  - Square footage of building modification
- Exhibit 5
  - Wetlands to be Impacted – addition of mitigation statement
  - Development Area - square footage and percentage modification
  - Parking Required - editorial additions
  - Maximum Building Height - editorial additions

- Native Habitat
  - Minor editorial modifications
  - Acreage change
  - Addition of Upland mitigation table
- Proposed Density - minor editorial changes

- Exhibit 6
  - General Theme and Uses
    - Minor editorial modifications
    - Square footage of building modification
    - Addition of Tracts B, C, D and E
  - Permitted Uses minor editorial modifications
  - Design Standards
    - C - Modification of Total Frontage
      Minor Editorial Modifications
    - D - Minor editorial Changes
    - E - Addition of Signage Statement
    - F - Deletion of Open Space Statement
      Addition of Stormwater Statement
    - G - Minor Editorial Modifications
    - J - Addition of Minimum Parcel Size
    - K - Addition of landscape requirements
    - L - Addition of bicycle racks and bus shelters statement
    - M - Addition of pedestrian access statement
- Exhibit 7 - Minor Editorial Modifications
- Exhibit 9 - Minor Editorial Modifications
- Exhibit 10 - Minor Editorial Modifications
- Exhibit 11 - Minor Editorial Modifications

****

Gatlin Plaza PUD Amendment No. 3 (P15-093) (Ord.15-065)

- Minor Clarifying Amendments to the base text of the Overall PUD Document.
- Amended /Updated PUD Applications.
- Updated Agent Authorization Letters.
- Adding language to EXHIBIT 6 authorizing the sale, rental, and/or display (including outdoor sales, rentals, and/or display) of boats, watercraft, recreational vehicles, off-road vehicles, all-terrain vehicles, and other outdoors related vehicles and equipment as accessory uses to a otherwise permitted retail sales operation/activity.

****

Gatlin Plaza PUD Amendment No. 4 (P23-159) (Ord.25-38)

- Updated general project description, including identification of specific area and land use additions.

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

- Updated Agent Authorization and Unity Control Certifications by Gatlin Plaza Condominium Association.
- Update General Standards (Exhibit 4) for establishment of PUD Zoning District
- Updated Site Information (Exhibit 5)
- Updated Development Standards and Uses (Exhibit 6)
- Updated Binding PUD Agreements (Exhibit 8)
- Updated Master Plan (Exhibit 9)
- Updated Traffic Summary Statement (Exhibit 10)

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GATLIN PLAZA
DEVELOPMENT TEAM

Developer:

BDG Port St. Lucie, LLC.
300 Robbins Lane
Syosset, NY 11791
(516) 921-0800
Contact: Jonathan E. Cohen

Engineer:

Culpepper & Terpening, Inc.
2980 South 25th Street
Ft. Pierce, FL 34981
(772) 464-3537
Contact: Stefan Matthes, P.E.

INTRODUCTION

GENERAL PROJECT DESCRIPTION

(Updated through PUD Amendment No 4)

The Gatlin Plaza Planned Unit Development (PUD) was approved by the City of Port St Lucie in April of 2005, through Ordinance 05-032 (P04-431). The Gatlin Plaza PUD is a mixed commercial use development that capitalizes on its unique location at one of the primary gateways from I-95 (Gatlin Boulevard) into the City of Port St. Lucie. Amendments to this PUD were made in July 2005 (Ord 05-104/P05-151), December 2007 (Ord - 07-137/ P07-216) and September 2015 (Ord - 15-065/ P15-093).

~~The Gatlin Plaza commercial development is located within the corporate limits of the City of Port St. Lucie, Florida. The property is located in the southeast quadrant of the intersection of I-95 and Gatlin Boulevard. It is the intent and purpose of this PUD district to create a multi-use commercial development that will service not only the local neighborhood, but also the onto Gatlin Boulevard.~~

The initial area of site development for the Gatlin Plaza PUD totaled approximately 45.5 acres (or 50% of the overall 91-acre site). The remaining 45.5 acres (more or less) of the original project site, was to be used for stormwater management purposes, wetlands mitigation or reserved for future use (subject to further PUD amendment). Of the initial 397,050 sf of approved development (building) use area in the Gatlin Plaza PUD, 331,728 square feet have been completed, leaving 65,272 sq. feet, (or its equivalent) of development opportunity remaining to be built (as of October 2024).

The Gatlin Plaza PUD has approximately 850 feet of frontage along Gatlin Boulevard, extending from the east end of the I-95 northbound off ramp, to the east side of the ~~continues from the exit ramp and includes the~~ intersection of Brescia Street and Gatlin Boulevard. ~~The~~ This northeastern property corner ~~aligns with this intersection and~~ serves as the primary access point into the site. As part of this projects initial site development activities in 2005/2006, the developers provided for the installation of a traffic signal at the intersection of Brescia Street and Gatlin Boulevard. ~~The development will install a traffic signal along with all associated improvements at the intersection of Gatlin Boulevard and Brescia Street to insure safe access to the site.~~

In addition, as ~~As~~ part of the Phase I development authorizations granted for the Gatlin Plaza PUD, the developers of this project ~~have~~ contributed to the City of Port St. Lucie, approximately 1.0 million dollars that was to be used by the City in improving the section of Rosser Boulevard from Gatlin Boulevard south to Adea Street (completed in the spring of 2008 ~~scheduled for construction in the summer of 2007~~) and for other area roadway improvements that ~~will~~ were to facilitate the movement of traffic and pedestrians in the ~~western~~ Gatlin Boulevard area. Below is a breakdown of the off-site improvements that were funded as a part of this project:

- Gatlin & I-95 Interchange Improvements:
  - Signalization & Turn Lanes: $137,000
  - Lane Expansions: $226,000 (funded for Tract B Development)

- Rosser Blvd (add lanes): $650,000

The Gatlin Plaza commercial development offers efficient and effective systems of public facilities, services and a high degree of compatibility with adjacent and nearby existing and future developments.

Water and wastewater service in the Gatlin Plaza PUD is ~~currently and will be~~ provided by the City of Port St. Lucie ~~and the property is a participant in the City Utility Expansion Program, USA No. 4~~.

During the construction of Phase I of the Gatlin Plaza PUD, the existing City of Port St. Lucie community entry m~~M~~onument s~~S~~ign, located in the median of Gatlin Blvd, had to be removed to accommodate the required transportation improvements for the property. As a part of the initial phases of development of the Gatlin Plaza PUD, BDG Port St. Lucie, LLC, (the developer) agreed~~s~~ to cooperatively work with the City to replace ~~the~~ this City entry feature with a like valued moniker at a location on, or adjacent to, the Gatlin Plaza PUD, ~~that is mutually agreed upon~~. The relocation of this sign in the median of Gatlin Boulevard was successfully completed in the 2008 time period.

In 2012, ~~The purpose of this~~ the 3rd Amendment to the Gatlin Plaza PUD was approved in order to ~~is to~~ provide for the ability of an otherwise permitted retail sales operation/activity within this commercial development to have as an accessory use, subject to conditions, and subject to covenants, easements, and restrictions of record, the sale, rental, and/or display (including outdoor sales, rentals, and/or display) of boats, watercraft, recreational vehicles, off-road vehicles, all-terrain vehicles, and other outdoors related vehicles and equipment. ~~(See Exhibit 6)~~

The purpose of this *4th Amendment to the Gatlin Plaza PUD* is to provide for the introduction of approximately 353,000 square feet of additional retail entitlements, along with up to 120 hotel units, into the existing Gatlin Plaza PUD. The new retail square footage will be located in the area referred to as Tract 'B' on the original Gatlin Plaza Master Plan. The proposed hotel units could be located in either the Phase I or Phase II development area of the Gatlin Plaza PUD. Specific building footprints are to be identified as part of the individual site plan review process.

This application is respectfully submitted to the Planning & Zoning Department for processing as modification #~~3~~ 4 to the previously approved Gatlin Plaza PUD. The format of this application for PUD Amendment will follow the outline as presented in the PUD Zoning District Standards and Application Requirements.

Narrative Revised through PUD Amendment No 4

EXHIBIT 1 -- PUD AMENDMENT APPLICATION

CITY OF PORT ST. LUCIE

Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept
Fee (Nonrefundable) $
Receipt #

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in BLACK ink.

PRIMARY CONTACT EMAIL ADDRESS: smatthes@ct-eng.com

PROPERTY OWNER:

Name: BDG Port St. Lucie, LLC c/o Jonathan E. Cohen
Address: 300 Robbins Lane
Syosset, NY 11791
Telephone No.: 516-921-0800 **Fax No.:** (516) 624-1965

AGENT OF OWNER (IF ANY)

Name: Culpepper & Terpening, Inc. c/o Stefan K. Matthes, PE
Address: 2980 South 25th St.,
Fort Pierce, FL 34981
Telephone No.: 772-464-3537 **Fax No.:** 772-464-9497

PROPERTY INFORMATION

Legal Description
(Include Plat Book and Page #)

Being all of Gatlin Plaza, as Recorded in Plat Book 54, Page 18, Public Records of St. Lucie County, Florida, lying in Sections 14 and 15, Township 37 South, Range 39 East, and

Containing 91.068 acres, more or less.

Parcel ID Number

See attached XXXX-XXX-XXXX-XXX-X
XXXX-XXX-XXXX-XXX-X XXXX-XXX-XXXX-XXX-X

Current Zoning PUD **Proposed Zoning** PUD
Future Land Use CL **Acreage of Property** 91.068

Reason for Amendment Request:

To provide for the addition of 375,000 square feet of added retail opportunity space and up to 120 hotel units, in the existing Gatlin Plaza PUD

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).
2) All proposed additions must be underlined and deleted text must have a strikethrough.
3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

BDG Port St. Lucie, LLC
Jonathan E. Cohen
Managing Member

Jonathan E. Cohen
Hand Print Name

October 13, 2023
Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

This is application from P15-093

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CITY OF PORT ST. LUCI

ONLY

Planning & Zoning Departme
121 SW Port St. Lucie Bouleva
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 8

Refer to "Fee Schedule" f
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dressed, otherwise it cannot be
in BLACK ink.

PRIMARY CONTACT EMAIL ADDRESS: smatthes@ct-eng.com

PROPERTY OWNER:

Name: BDG Port St. Lucie, LLC c/o Jonathan E. Cohen
Address: 300 Robbins Lane
Syosset, NY 11791
Telephone No.: 516-921-0800 **Fax No.:** (516) 624-1965

AGENT OF OWNER (IF ANY)

Name: Culpepper & Terpening, Inc. c/o Stefan K. Matthes, PE
Address: 2980 South 25th St.,
Fort Pierce, FL 34981
Telephone No.: 772-464-3537 **Fax No.:** 772-464-9497

PROPERTY INFORMATION

Legal Description
(Include Plat Book and Page #)

See attached

Parcel ID Number

XXXX-XXX-XXXX-XXX-X XXXX-XXX-XXXX-XXX-X
XXXX-XXX-XXXX-XXX-X XXXX-XXX-XXXX-XXX-X

Current Zoning PUD **Proposed Zoning** PUD
Future Land Use CL **Acreage Of Property** 9[illegible]06

Reason for Amendment Request:

See Attached Application Submission

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).
2) All proposed additions must be underlined and deleted text must have a strikethrough.
3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

BDG Port St. Lucie, LLC
Jonathan E. Cohen
Managing Member

Jonathan E. Cohen
Hand Print Name

May 21, 2015
Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

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This is application from P15-093

CITY OF POR

Planning & Zonin
121 SW Port St.
Port St. Lucie, Fl
(772) 871-5212 F

Refer to "Fee ... fundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in BLACK ink.

PRIMARY CONTACT EMAIL ADDRESS: smatthes@ct-eng.com

PROPERTY OWNER:

Name: Bass Pro Shops c/o Jamie Carroll, Development Manager
Address: 2500 E. Kearny
Springfield, Mo. 65898
Telephone No.: (417) 873-4568 **Fax No.:** (417) 873-5338

AGENT OF OWNER (IF ANY)

Name: Culpepper & Terpening, Inc. c/o Stefan K. Matthes, PE
Address: 2980 South 25th St.,
Fort Pierce, FL 34981
Telephone No.: 772-464-3537 **Fax No.:** 772-464-9497

PROPERTY INFORMATION

Legal Description (Include Plat Book and Page #): See attached

Parcel ID Number
XXXX-XXX-XXXX-XXX-X XXXX-XXX-XXXX-XXX-X
XXXX-XXX-XXXX-XXX-X XXXX-XXX-XXXX-XXX-X
XXXX-XXX-XXXX-XXX-X XXXX-XXX-XXXX-XXX-X

Current Zoning PUD **Proposed Zoning** PUD
Future Land Use CL **Acreage Of Property** 91.06

Greason for amendment request:

See Attached Application Submission

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).
2) All proposed additions must be underlined and deleted text must have a strikethrough.
3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the ... and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

Jamie Carroll — Jamie Carroll — 3-2-15
*Signature of Petitioner — Hand Print Name — Date

*If signature is not that of the owner, a letter of authorization from the owner is needed.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

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EXHIBIT 1B
LEGAL DESCRIPTION

Being all of Gatlin Plaza, as Recorded in Plat Book 54, Page 18, Public Records of St. Lucie County, Florida, lying in Sections 14 and 15, Township 37 South, Range 39 East.

Containing 91.067 acres, more or less.

****

GATLIN PLAZA CONDIMINIMUM

Parcel ID	Current Owner	Acreage	Legal Desc.
4315-503-0010-000-6	BDG Port St Lucie, LLC	4.454	GATLIN PLAZA CONDOMINIUM - PARCEL 10
4315-503-0007-000-2	SS Diamond Lure Port St Lucie LLC	1.294	GATLIN PLAZA CONDOMINIUM - PARCEL 7
4315-503-0001-000-0	BDG Port St Lucie, LLC	6.691	GATLIN PLAZA CONDOMINIUM - PARCEL 1
4315-503-0004-000-1	BDG Port St Lucie, LLC	7.185	GATLIN PLAZA CONDOMINIUM - PARCEL 4
4315-503-0006-000-5	BDG Port St Lucie, LLC	2.071	GATLIN PLAZA CONDOMINIUM - PARCEL 6
4315-503-0009-000-6	BDG Port St Lucie, LLC	5.953	GATLIN PLAZA CONDOMINIUM - PARCEL 9
4315-503-0003-000-4	SS Tuna Port St Lucie, LLC	11.155	GATLIN PLAZA CONDOMINIUM - PARCEL 3 (OR 3571-2859)
4315-503-0008-000-9	BDG Port St Lucie, LLC	39.573	GATLIN PLAZA CONDOMINIUM - PARCEL 8
4315-503-0005-000-8	BDG Port St Lucie, LLC	4.006	GATLIN PLAZA CONDOMINIUM - PARCEL 5
4315-503-0002-000-7	Bass Pro Outdoor World LLC	8.686	GATLIN PLAZA CONDOMINIUM - PARCEL 2 (OR 3514-1561)
Total area subject to PUD zoning		91.068	

****

~~Description of Proposed Amendment #3 – Generalized:~~

~~The purpose of this 3rd Amendment to the Gatlin Plaza PUD is to provide for the ability of an otherwise permitted retail sales operation/activity within this commercial development to have as an accessory use, subject to conditions, and subject to covenants, easements, and restrictions of record, the sale, rental, and/or display (including outdoor sales, rentals, and/or display) of boats, watercraft, recreational vehicles, off-road vehicles, all-terrain vehicles, and other outdoors related vehicles and equipment. (See Exhibit 6)~~

[go to next page]

EXHIBIT 1b - LEGAL DESCRIPTION

Legal Description For
GATLIN PLAZA PUD
Modification #~~3~~ 4

Being all of Gatlin Plaza, As Recorded in Plat Book 54, Page 18, Public Records of St. Lucie County, Florida, lying in Sections 14 and 15, Township 37 South, Range 39 East.

Containing 91.067 acres, more or less.

[go to next page]

EXHIBIT 2
P.U.D. APPLICATION CHECKLIST (158.170)

A statement of unified control for the entire area within the area to be zoned PUD is enclosed as Exhibit 3.

Gatlin Plaza is a proposed upscale, commercial development with a variety of retail uses.

The revised conceptual plan for Gatlin Plaza is attached as Exhibit 9 of this submittal.

Please see Exhibit 4 for the General Standards established for this Planned Unit Development. The maximum building heights, minimum setbacks and other site data are shown in Exhibits 5. Proposed development uses are shown in Exhibit 6.

This development is within the corporate limits of the City of Port St. Lucie with underlying land uses in place to support the intended uses of the property.

~~The proposed development will result in a traffic generation of approximately 12,365 vpd Average Daily Traffic (ADT) and 1,156 vph (vehicles per hour) P.M. Peak Hour. The total traffic generation expected from the site is applied to the existing roadway network to determine impacts on level of service. The development of the first phase of the Gatlin Plaza PUD in 2007 has resulted in the completion of the signalization of the intersection of Gatlin Boulevard and Brescia Street. Additional off-site improvements to the roadway network were required for the secondary access along Edgarce Street, Hayworth Avenue, and Fondura Avenue as part of Phase One. The complete traffic impact report of this project is included in Exhibit 10. It should be noted that through the proposed modification #2 to the existing Gatlin Plaza PUD, there is no additional square footage being added to Tracts C, D & E. There is in fact a slight reduction in square footage over what was originally approved through PUD amendment #1 for which no credits will be granted. The reduction in square footage through PUD amendment #2 coincides with the transportation improvements already provided. Should any square footage, above what is currently approved as part of the Gatlin Plaza PUD be proposed, transportation impacts, if any, will be addressed as part of any subsequent amendment to this PUD.~~

The Gatlin Plaza PUD proposes to construct 750,000 SF of Retail (Shopping Center) use, and a Hotel comprising 120 rooms. The existing PUD is approved for 397,050 SF of retail use. The proposed 4th Amendment will authorize up to 353,000 additional square footage of retail uses and a 120 room hotel. Exhibit 10 of this 4th Amendment provides a more detailed summary of

the amended traffic impact report for the Gatlin Plaza PUD development project. It should be noted that if the proposed hotel use is developed, there must be a corresponding decrease in the total site square footage to account for the reassignment of trip impacts from hotel-v-retail so that the gross development impacts remains equal to the projects impacts at 750,000 sq. feet.

EXHIBIT 3A
AGENT AUTHORIZATION LETTER
(prior agent authorization letters – not included)

BDG PORT ST. LUCIE, LLC
300 ROBBINS LANE
SYOSSET, NY 11791

GATLIN PLAZA
CONDOMINIUM ASSOCIATION INC
300 ROBBINS LANE
SYOSSET, NY 11791

October 17, 2023

Ms. Mary F. Savage-Dunham, AICP, CFM
Planning & Zoning Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Subject: Gatlin Plaza I PUD – PUD Modification #4

Dear Ms. Savage-Dunham:

Please accept this letter as our authorization for Culpepper & Terpening, Inc., to act in all matters concerning the processing for the above referenced project providing for the establishment of the Gatlin Plaza I PUD.

Should you have any questions, please do not hesitate to contact me.

Sincerely:

Jonathan E. Cohen, Managing Member
BDG Port St Lucie LLC

Gatlin Plaza Condominium Association Inc
by: BDG Port St Lucie LLC as Developer
Jonathan E. Cohen
Managing Member

DJM/
23-095_231017_spl plan, 000, Dunham, authorization letter

Owner/Applicant Signature Authorization

Project Name: Gatlin Plaza – Phase 2

Application and/or Permit # (if available): P23-159 PUD & Construction Plans

I hereby designate and authorize the agent listed below to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish on request supplemental information in support of this application. In addition, I authorize the below-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization.

I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C Section 1001.

Printed Name of Authorized Agent: Stefan K. Matthes, PE

Signature of Authorized Agent: Stefan K Matthes Digitally signed by Stefan K Matthes DN: CN=Stefan K Matthes, OID.0.9.2342.19200300.100.1.1=AQ1410C00000183F713FB860000BB6F, O=CULPEPPER AND TERPENING INC., C=US Date: 2025.05.22 15:37:52-04'00'

Date: May 22, 2025

Typed/Printed Name of Owner/Applicant: Jon Cohen

Corporate Title if Applicable: Managing Member, BDG Port St. Lucie, LLC

Signature of Owner/Applicant: [signature]

Date: 5/22/25

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

EXHIBIT 3b
UNIFIED CONTROL LETTER

BDG PORT ST. LUCIE, LLC
300 Robbins Lane
Syosset, NY 11791

May 21, 2015

Ms. Patricia Tobin, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Subject: **Gatlin Plaza – PUD Modification #3**

Dear Ms Tobin:

This letter is to serve as our required letter confirming that BDG Port St. Lucie, LLC, retains Unified Control of the Gatlin Plaza PUD planning documents and as such remains in compliance with the City of Port St. Lucie Zoning Regulations for such matters.

Should you have any questions regarding this information, please do not hesitate to contact me.

Sincerely,

BDG Port St. Lucie, LLC

Jonathan E. Cohen
Managing Member

JEC:lmc

G:\Legal\Estate\BDG Port St. Lucie, LLC\Planned Unit Development (PUD)\Unified Control Letter\BDG PORT ST. LUCIE UNIFIED CONTROL LETTER.docx

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

City of Port St. Lucie
121 SW Port St.
Lucie Blvd. Port St.
Lucie, FL 34984

STATEMENT OF UNIFIED CONTROL

Project Name(s): P23-159 Gatlin Plaza PUD Amendment

The property described on Exhibit "1B" of the application package for the Gatlin Plaza PUD (the "Property") is under the unified control due to all property owners being subject to the Declaration of Condominium of Gatlin Plaza Condominium recorded in Book 3409, Page 2468 of the Public Records of St. Lucie County, Florida. All property owners are subject to the regulations contained in the Gatlin Plaza conceptual plan and General Standards, and subsequent amendments, including the Binding P.U.D Agreement, Exhibit 8 of the Second Amendment of Gatlin Plaza PUD Rezoning, executed in 2007.

BDG Port St. Lucie, LLC

Signature	V.P.	6/20/2025
	Title	Date

JONATHAN E. COHEN
Print Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me **by means of** ☑ **physical presence or** ☐ **online notarization**, this 20th day of June, 2025, by Jon Cohen, who is personally known to me.

DENISE ZAINO
Notary Public - State of New York
NO. 01ZA6254175
Qualified in Suffolk County
My Commission Expires 1/17/28

NOTARY SEAL/STAMP

Signature of Notary Public

Denise Zaino
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 1/17/28

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

EXHIBIT 4
GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

The overall size of the Gatlin Plaza site is 91.07 acres, more or less, which exceeds~~ing~~ the 2-acre minimum requirement for the establishment of a Planned Unit Development ~~with~~in the City of Port St. Lucie.

The Gatlin Plaza site is located in the southeast quadrant of the Interstate 95 (I-95) interchange with Gatlin Boulevard, ~~with~~in the City of Port St. Lucie. Access to the property is via the ~~southern~~ extension of ~~the intersection of~~ Brescia Street, south of Gatlin Boulevard into the project development site ~~with Brescia Street~~. A full median opening currently exists at the intersection of Brescia Street and Gatlin Boulevard allowing for full access to the site.

Gatlin Plaza PUD will have a stormwater management system that will meet all requirements of the City of Port St. Lucie and the South Florida Water Management District. Stormwater outfall shall be to the existing Port St. Lucie Southwest Basin drainage system through the Portofino Isles Development.

Gatlin Plaza PUD will continue to be supplied/serviced with potable water and wastewater services by the City of Port St. Lucie Utility Systems Department (PSLUD) and will abide by and comply with all applicable City Ordinances, policies, specifications and regulatory agencies governing such service. Furthermore, the development will accept reclaimed water for irrigation from the PSLUSD when it becomes available to the property.

The pre-development physical characteristics of the Gatlin Plaza PUD can be described as approximately 91.07 acres of pine forest with scattered wetlands.

This PUD application is consistent with the City of Port St. Lucie Comprehensive Land Use Plan.

~~The proposed development plan for the Gatlin Plaza PUD (as revised through PUD modification #2) includes approximately 397,050 square feet of building area for proposed Tracts C, D and E. Tract B is specifically reserved for future use and will not have part of the proposed development square footage located within its boundaries. All on-site parking shall conform to the provisions of Section 158.221, of the City Code of Ordinances, as may be amended from time to time. Since Tracts C and E of the Gatlin Plaza are not proposed for further subdivision into individual use tracts for sale to others, Tracts C and E, shall collectively account for all of the required parking for this development. The specific parking fields for the individual uses within the Gatlin Plaza PUD will be depicted on the individual final site plan, or plans, for this area.~~

The proposed development intensity in the revised Gatlin Plaza PUD will bring the total on-site development opportunity square footage to approximately 750,000 square feet of building area, to be spread over development Tracts B1, C, D and E. All on-site parking shall conform to the provisions of Section 158.221, of the City Code of Ordinances, as may be amended from time to time. Specific parking fields for the individual uses within the Gatlin Plaza PUD area will be depicted on the individual site plans, for this area.

[go to next page]

EXHIBIT 5
SITE INFORMATION

I. TOTAL ACREAGE: 91.07 Acres

II. WETLANDS TO BE IMPACTED

The Gatlin Plaza site contains a total of 23.48 acres of jurisdictional wetlands. In 2006, mitigation credits for the elimination of these wetlands were acquired from, and into, the Bluefield Mitigation Bank in southwestern St. Lucie County. These mitigated wetlands will be removed as part of the final development plans for this property.

III. DEVELOPMENT AREA

					% of project site	
GROSS PROJECT SITE:	~~91.068~~ 91.07	acres	3,966,922	sf	100	%
NET DEVELOPMENT AREA	~~45.5~~ 79.21	acres	~~1,981,980~~ 3,450,562	sf	~~100~~ 87	%

Net development area includes all of Tracts C, D and E of the plat for the Gatlin Plaza PUD and that portion of Tract B2 as described in this PUD. ~~There are no proposed development plans for the area depicted as Tract B on the Gatlin Plaza PUD.~~ It does not include the site conservation tract or the site stormwater tract.

	Acres		Sq Feet		% of Project Site	
~~Tracts C, D & E~~	~~45.50~~	~~acres~~	~~1,983,722~~	~~sf~~	~~100~~	~~%~~
IMPERVIOUS AREAS						
Building/Retail Floor Area	~~9.12~~ 17.22	acres	~~397,050~~ 750,000	sf	~~20~~ 19	%
Parking/ Access Aisles	~~27.10~~ 53.95	acres	~~1,180,513~~ 2,350,000	sf	~~59~~ 52	%
~~PERVIOUS~~ OPEN SPACE AREAS	~~9.35~~	acres	~~404,386~~	sf	~~20~~	%
Open Space/ Landscape	8.84		689,990	sf	10	%
Conservation Tract	4.06		177,028		4	%
Lakes (Water Surface)	7.00		304,920	sf	8	%
~~Tracts B~~	~~45.5~~	~~acres~~	~~1,983,287~~	~~sf~~	~~100~~	~~%~~

(Note: Totals may not equal 100% due to Rounding)

IV. PARKING REQUIRED

All on-site parking shall conform to the provisions of Section 158.221, of the City Code of Ordinances, as may be amended from time to time. ~~Since Tracts C and E of the Gatlin Plaza are not proposed for further subdivision into individual use tracts for sale to others, Tracts C and E, shall collectively account for all of the required parking for this development.~~ The specific parking fields for the individual uses within the Gatlin Plaza PUD will be depicted on the individual final site plan, or plans, for this area

V. MAXIMUM BUILDING HEIGHT

Except as provided for under Section 158.215, of the City Code of Ordinances, as may be amended from time to time, the maximum building height (excluding signs) within the Gatlin Plaza PUD is 50 feet.

VI. NATIVE HABITAT

The Gatlin Plaza site contains a total of 91.07 acres of native upland & wetland habitat, of which 16.90 acres (uplands only) is required for preservation (25%). Since on-site preservation is not a viable option, the project will provide for the preservation/acquisition of 25.35 acres of native habitat in an off-site location, subject to the approval of the City, or will contribute to the City's Habitat Preservation Fund or, with the approval of the City, some combination of both provided that area or value of the mitigation is equal to at least 25.35 acres. Upland mitigation breakdown per Tract as follows:

		Tract						Tract C	Tract D	Tract E	Total
	~~B~~	B2-1	B2-2	B2-3	B2-4	B2-5	ROW				
base site	~~45.53~~	7.99	13.61	5.23	4.64	10.81	1.35	~~22.75~~ 23.50	~~3.40~~ 3.80	~~19.30~~ 20.14	91.068
wetland areas	~~19.23~~	2.10	4.52	1.54	1.54	.44	.44	3.69	0.28	0.28	23.48
net upland areas	~~26.30~~	5.69	8.89	3.49	2.90	.73	.73	19.06	3.13	19.11	67.59
25% requirement	~~6.58~~	1.42	2.22	.87	.72	.18	.18	4.77	0.78	4.78	16.90
Off-site mitigation	~~9.86~~	2.13	3.33	1.31	1.08	.27	.27	7.15	1.17	7.16	25.35

(Note: Totals may not Equal 100% due to Rounding)

VII. PROPOSED DENSITY/INTENSITY

The City Code allows for a maximum of 80% impervious area, and 40% building coverage. ~~Tract B is reserved for future use.~~ Tracts B2 (including all subtracts), C, D & E combined impervious coverage shall not exceed 80% of the combined areas of Tracts B2 (including all subtracts), C, D & E. Tracts B2 (including all subtracts), C, D & E combined building coverage shall not exceed 40% of the combined areas of Tracts B2 (including all subtracts), C, D and E.

EXHIBIT 6
PROPOSED DEVELOPMENT STANDARDS

1. GENERAL THEME AND USES

The Gatlin Plaza PUD ("Project") is a planned commercial shopping center development located at the southeast corner of I-95 and Gatlin Boulevard. The total site area for the Project is 91.07 acres (more or less) and will include approximately ~~a total of 397,050~~ 750,000 square feet of gross building floor space spread throughout several buildings on Tracts B2 (including all subtracts), C, D & E. ~~Tract B is reserved for future use~~. This 750,000 maximum gross floor area includes the option to have up to 120 hotel units, thus reducing the maximum commercial square footage by an equivalent impact. The equivalent impact will be based on projected trip generation impacts.

2. IMPLEMENTATION

The Project is consistent with the City's Comprehensive Growth Management Plan ("Comprehensive Plan"), including the future land use map adopted therein. A detailed site plan, landscape plan and engineering plan, in conformance with the requirements of the City's Comprehensive Plan and Land Development Regulations ("LDRs") and the requirements established herein shall be submitted for review and approval prior to construction of any portion of the Project. If outparcels are to be conveyed in fee simple, then a subdivision plat shall be submitted for review and approval in accordance with Chapter 156, LDRs, prior to conveyance of any individual lot to a third party other than a governmental entity.

3. PERMITTED USES

Permitted uses within the Gatlin Plaza PUD shall include all 'permitted uses' in the General Commercial (CG), Highway Commercial (CH) and Service Commercial (CS) zoning districts shall be allowed, including Drive-Thru Drug Store and Gas Station uses. The only exceptions to this identification of allowed uses are those uses listed under the Special Exception Uses for the CG, CH, and CS zoning districts, unless specifically stated herein.

As part of an otherwise permitted retail sales operation/activity within the Gatlin Plaza II PUD, accessory activities involving the sale, rental, and/or display (including outdoor sales, rentals, and/or display) of boats, watercraft, recreational vehicles, off-road vehicles, all-terrain vehicles, and other outdoors related vehicles and equipment shall be permitted, provided that any outdoor sales/rental/display area for such uses does not encroach into, or otherwise occupy, any required parking area, unless it is shown to the satisfaction of the City that any areas of encroachment or occupancy will not create any undue parking conditions for the primary retail sales operation/activity. For avoidance of doubt, nothing in this paragraph shall be construed as altering or affecting in any way any covenant, easement, or restriction applicable to the Project and recorded in the Public Records of St. Lucie County, Florida, as such covenants, easements, and/or restrictions, if any, may be amended from time to time.

4. DESIGN STANDARDS

The Gatlin Plaza PUD Project (the Project) shall be designed according to the minimum design standards for commercial projects as set forth in the City Land Development regulations (LDRs) and in the City of

Port St. Lucie Citywide Design Standards ("Design Standards") as they exist on the date ~~the~~ this PUD zoning district is approved, unless modified herein in which case the minimum design standards to be applied shall be as set forth below.

A. ~~This~~ The Project shall have vehicle access via a two separate access locations. The main access point being along Gatlin Boulevard, which shall be designed to be across from the existing intersection of Gatlin Boulevard and Bresica Street~~, and~~ T~~t~~he Projects secondary access point at the extension of Hayworth Avenue into the site. The main Project access location at Gatlin Boulevard and Brescia Street will be signalized, with the appropriate roadway improvements as dictated by the Project.

B. The Project will be supplied with water and wastewater services by the City of Port St. Lucie Utility Systems Department and will abide by and comply with all applicable City ordinances, policies, specifications, and regulatory agencies governing such service.

C. The Project is located along the I-95 corridor with a total frontage along I-95 of just over 4,500 feet. The project frontage along Gatlin Boulevard is approximately 860 feet. The I-95 frontage includes the entire northbound exit ramp to Gatlin Boulevard. This frontage buffer will meet or exceed the 20-foot buffer required along Gatlin Boulevard. Approximately 120 feet of the Gatlin Boulevard frontage will be used for the entrance road to the Project.

D. The Project will provide certain off-site transportation related improvements. The improvements include:

i. the signalization and accompanying intersection improvements at both the intersection of Gatlin Boulevard & Brescia Street, and the western I-95 ramps & Gatlin Boulevard; and,
ii. the improved roadway connection of Hayworth Avenue into the Project site; and, ~~.~~
iii. The provision of pavement overlay, new pavement markings and enhanced turning radii along Edgarce Street, Hayworth Avenue, and Fondura Avenue.
iv. A signal warrant study will be provided concurrent with the Construction Plan submittal for the project for the eastern I-95 ramp intersection with Gatlin Boulevard, and the appropriate warranted improvements will be provided.

NOTE (MAY 2025):
The above cited improvements are associated with the initial phases of development for the Gatlin Plaza PUD. Though the adoption of the 4th Amendment to the Gatlin Plaza PUD these improvements/ obligations have been deemed complete and satisfied. As part of the 4th Amendment to the Gatlin Plaza PUD, the following transportation related improvements are determined to be required:

1. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 400,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:
   a. Intersection of Gatlin Boulevard & Brescia Street:
      i. Convert the northbound approach to this intersection (Briscia Street) to 2 left-turn lanes and 1 shared through/right-turn lane.

ii. Extend shared through/right-turn lane approximately 160 feet from current position to approximate access drive at Home Depot site.

iii. Provide for necessary Signal Head and Signal Adjustments to support this restriping improvement and lane adjustment.

b. Intersection of Fondura Street and Gatlin Boulevard:

i. Add northbound right turn lane.

ii. Provide for necessary Signal Head and Signal Adjustments to support this lane addition.

c. East side Driveway 2 & Hayworth Avenue:

i. Convert the intersection of the Gatlin Plaza Internal Access Drive with Hayworth Avenue to an 'All-Way' stop controlled intersection.

ii. Improve sight-triangle visibility at intersection.

d. Intersection of Hayworth Avenue & Edgarce Street:

i. Restripe the Hayworth Avenue & Edgarce Street intersection to provide for enhanced traffic operation visibility.

ii. Remove stop signs for Hayworth Avenue, allowing for free flow movement along Hayworth Avenue.

2. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 600,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:

a. Gatlin Boulevard & Brescia Street:

i. Installation of second, eastbound left-turn lane (to northbound Briscia). This improvement will require the addition of new receiving lane on NB Briscia.

ii. Signal adjustments at the intersection Gatlin Boulevard & Brisica street in support of the additional left turn lane.

E. All Project Advertising signs will adhere to the Master Sign Program for Gatlin Plaza PUD.

F. Stormwater treatment for Tracts B2 (including all subtracts), C, D and E shall be provided for via a combination of wet, dry detention and exfiltration systems located throughout the Gatlin Plaza PUD development area. ~~within Tracts C and E.~~ All stormwater systems will be designed to comely with applicable City and SFWMD stormwater standards. Overall stormwater outfall from the Gatlin Plaza PUD ~~Outfall~~ shall be ~~thru Tract B~~ into the Port St. Lucie Southwest Basin drainage system. ~~Tract B individually shall provide for its own stormwater treatment with outfall to the Port St. Lucie Southwest Basin drainage system.~~

G. On site or off site mitigation, as approved by the South Florida Water Management District ("SFWMD"), shall be provided for those wetland areas impacted by the P~~p~~roject. If such mitigation satisfies SFWMD requirements, then such mitigation shall be deemed to satisfy all ~~LDR~~ requirements of the City Land Development Regulations and Comprehensive Plan.

H. The maximum building height within the Gatlin Plaza Project shall be fifty (50) feet.

I. All on-site parking shall conform to the provisions of Section 158.221, of the City Code of Ordinances, as may be amended from time to time. ~~Since Tracts C and E of the Gatlin Plaza are not proposed for further subdivision into individual use tracts for sale to others,~~ Tracts B2 (including all subtracts) , C and E, shall collectively account for all of the required parking for this development. The specific parking fields for the individual uses within the Gatlin Plaza PUD will be depicted on the individual final site plan, or plans, for this area

J. Building setbacks for the Project shall be as follows:

- Front setback:
  - Along Gatlin Boulevard and I-95: 25 Feet
  - Along interior ~~property lines/~~right-of-ways: ~~0~~ 25 Feet
  - Along interior property lines: 0 Feet
- Side Setback: 10 Feet
- Rear Setback: 15 Feet
- Building Separation: 15 Foot-Minimum
- Minimum Parcel Size: 20,000 sf

Landscaping requirements for Tracts B2 (including all subtracts), C, D and E combined will, at a minimum, meet all required City codes, except for the following. The perimeter landscaping buffer along the northeast corner of the property (behind Home Depot) has been determined to conflict with a City required utility easement that is located in this same area. There is not sufficient width in the remaining landscape area along this property line to simply move the required trees out of the way and maintain the minimum tree density along this portion of the property line. The required trees shall be relocated to other areas of the sites landscaping designs.

In the event that a minimum ten foot (10') wide landscape strip cannot be maintained along all interior tract boundaries, the square footage that cannot be accommodated along these interior tract lines shall be relocated to other areas of the Gatlin Plaza PUD and these areas shall be identified on the final site plans for this property. The developer may locate all or portions of any landscaping relocated in accord with the provisions of this paragraph to the perimeter landscape areas of this property so long as the minimum perimeter landscape buffers are first provided and then any relocated landscaping area would serve as a supplemental width to this areas.

Except as noted above, the combined landscaping needs of Tract B2 (including all subtracts), C, D and E shall provide for the individually required landscaping for each Tract respectively. ~~Any future developments of Tract B individually shall provide for landscaping as required by City codes.~~

L. The placement and number of all bicycle racks and bus shelters within the Gatlin Plaza PUD will be coordinated with the City in accordance with applicable City codes and the local Transit Standards as a part of the site plan review process.

M. Pedestrian and vehicular access for all Tracts will be provided for through Tract D.

EXHIBIT 7a
PROPERTY DEEDS

WARRANTY DEED

January 2004

Returned: Mandel, Weisman, Heimberg
2101 Corporate Blvd #300
Boca Raton, FL
33431

THIS INSTRUMENT PREPARED BY
AND R~~ETURNED TO~~:
PETER L. BRETON, ESQUIRE
POST OFFICE BOX 3888
WEST PALM BEACH, FL 33402

Property Control Number:
4315-113-0001-000-3

WARRANTY DEED

THIS INDENTURE, made as of this 14th day of JANUARY, 2005, between **ULLRICH D. SCHULZE,** whose post office address is c/o John F. Flanigan, Esq., 625 North Flagler Drive, 9th Floor, West Palm Beach, Florida 33401 ("Grantor") and **BDG OF HAUPPAUGE, LLC, a New York limited liability company,** having an address at 300 Robbins Lane, Syosset, New York 11791 ("Grantee").

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH (a) all tenements, hereditaments, air rights, strips, gores, privileges, appurtenances, rights, easements and rights of way, if any, benefitting the Property, and (b) all rights of Grantor, if any, in and to any streets, roads, sidewalks, alleys and land lying in the bed of existing or proposed streets adjacent to the Property.

SUBJECT, HOWEVER, TO the matters set forth on Exhibit "B" attached hereto and made part hereof (the mention of which is not intended to reimpose the same).

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2543251 01/24/2005 at 11:02 AM
OR BOOK 2143 PAGE 2967 - 2971 Doc Type: DEED
RECORDING: $44.00
D DOC STAMP COLLECTION: $39610.20

THE PROPERTY IS VACANT COMMERCIAL LAND AND IS NOT THE HOMESTEAD OF THE GRANTOR HEREIN.

and Grantor does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

(1) Claudia Walliser
Print Name: CLAUDIA WALLISER

(2) Elke Paulsen
Print Name: Elke Paulsen

(TWO WITNESSES REQUIRED)

ULLRICH D. SCHULZE

FEDERAL REPUBLIC OF GERMANY

_____

The foregoing instrument was acknowledged before me, Hans-Werner Dr Umbreit [name of official], a Notary Public [title of official], this 7th day of January, 2005, by **ULLRICH D. SCHULZE**, who:

_____ is personally known to me, **OR**

_____ has produced his identification card as identification.

Umbreit, Notar
Signature of Official
Title of Official: Notary Public

(STAMP OR SEAL OF OFFICIAL)

DR. HANS-WERNER UMBREIT NOTAR IN WESTERLAND

2

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

EXHIBIT "A"

The Southern portion of an original 90.417 acre parcel of land situated in the East ½ of Section 15, Township 37 South, Rage 39 East, and in a portion of the West ½ of Section 14, Township 37 South, Range 39 east, being a part of Tract D, Port St. Lucie Section 31, according to the plat thereof, as recorded in Plat Book 14, Page 22, of the Public Records of St. Lucie County, Florida, lying Easterly of Interstate 95 and Southerly of Gatlin Boulevard, and being situated in Section 14 and 15, Township 37 South, Range 39 East, and being geometrically described as follows:

Commencing at a point (POC) being a nail and disc in pavement at the Northeast corner of Section 15, Township 17 South, Range 39 East, St. Lucie County, Florida, run thence from said POC South 00°04'16" East along the East line of said Section 15, a distance of 94.96 feet to the South right-of-way line of Gatlin Boulevard; thence, continue South 00° 04'16" East along the East line of Section 15, a distance of 1,026.41 feet to the Point of Beginning (POB); thence, leaving the East line of said Section 15, run North 88°12'28" East a distance of 379.11 feet to a point on the Westerly right-of-way line of Edgrace Street; thence run South 00°02'43" East along the Westerly right-of-way line of said Edgrace Street, a distance of 60.03 feet; thence leave the Westerly right-of-way line of said Edgrace Street run South 88°12'28" West a distance of 379.08 feet to a point on the East line of Section 15; thence, run South 00°04'16" East along the East line of said Section 15 a distance of 1,431.58 feet to the East ¼ corner of said Section 15; thence, run South 00°09'21" East along the East line of said Section 15 a distance of 2,288.94 feet to a point on the Easterly limited access right-of-way line of Interstate 95, said point being North 00°09'21" West a distance of 368.51 feet from the Southeast corner of said Section 15; thence, run North 22°34'24" West a distance of 1,495.48 feet to a point of curvature of a curve concave to the Northeast having a radius of 24,381.33 feet; thence, run Northwesterly along said curve through a central angle of 03°23'16", an arc distance of 1,441.66 feet to a point; thence, run North 14°52'06" West a distance of 518.49 feet; thence, run North 08°28'08" West a distance of 404.79 feet; thence, run North 04°19'48" East a distance of 34.26 feet; the last described five courses being along the Easterly limited access right-of-way line of Interstate 95; thence North 89°55'48" East a distance of 1,189.94 feet; thence, run North 00°04'16" West a distance of 113.21 feet; thence, run North 88°12'28" East a distance of 80.04 to the Point of Beginning.

3

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All assessments and taxes for 2005 and all subsequent years.

2. Easement in favor of Florida Power & Light Company dated August 19, 1957, recorded Deed Book 233, Page 699, Public Records of St. Lucie County, Florida.

3. Conditions, easements and reservations as set forth in the Warranty Deed recorded June 11, 1965, in Official Records Book 120, Page 202, Public Records of St. Lucie County, Florida.

4. Reservation of Easement and Restrictions set forth in the Warranty Deed recorded October 14, 1985 in Official Records Book 479, Page 998 Public Records of St. Lucie County, Florida.

5. Development of Regional Impact Scheduling Agreement dated February 10, 1978, and amended August 26, 1985, between General Development Corporation and the Florida Division of State Planning (as Master Plan has been filed pursuant to said Agreement), all as set forth in the Special Warranty Deed recorded in Official Records Book 568, Page 237; also as set forth in the Warranty Deed recorded in Official Records Book 568, Page 245 all of the Public Records of St. Lucie County, Florida.

6. Easements as set forth on the Plat of PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, as recorded in Plat Book 14, Page 22A Public Records of St. Lucie County, Florida.

7. The land being insured abuts Interstate 95 (I-95) on its Westerly boundary and said I-95 is a limited access highway and no rights of ingress or egress exist onto said I-95.

8. Covenants as set forth in the Owner's Affidavit and Covenant recorded in Official Records Book 1659, Page 2258, Public Records of St. Lucie County, Florida.

9. Conditions and restrictions as set forth in the Affidavit of Waiver recorded in Official Records Book 1659, Page 2264, Public Records of St. Lucie County, Florida.

Nr. 13 der Urkundenrolle für 2005

Ich beglaubige die heute vor mir auf der zweiten Seite vollzogene Unterschrift des Herrn Ullrich Dieter Gert Schulze, geb. am 4.11.1943, in 65191 Wiesbaden Haideweg 25 wohnhaft, ausgewiesen durch Personalausweis Nr. 2256264889D.

Die Frage nach einer Vorbefassung im Sinne des § 3 I 1 Nr. 7 BeurkG war verneint worden.

Westerland, den 7. Januar 2005

Notar

Kostenrechnung:

Wert: 50.000,00 Euro	
Gebühr nach §§ 32, 45 KostO	33,00 Euro
Umsatzsteuer 16 %	5,28 Euro
	38,28 Euro

DR. HANS-WERNER UMBREIT NOTAR IN WESTERLAND

Notar

EXHIBIT 7b
PROPERTY DEEDS

SPECIAL WARRANTY DEED

November 2003

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309060 OR BOOK 1847 PAGE 2053
Recorded:11/20/03 11:28

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

* Doc Assump: $ 0.00
* Doc Tax : $ 45,500.00
* Int Tax : $ 0.00

Property Appraisers Parcel
Identification Numbers: 4315-111-0002-000/4

SPECIAL WARRANTY DEED

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 14th day of November, 2003, between **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated January 31, 2003, of the County of Orange, State of Florida, and known as the **CARTER-ST. LUCIE RIVER LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, as "Grantor", and as party of the first part, and **BDG of HAUPPAUGE, LLC**, a New York limited liability company, whose post office address is: 6800 Jericho Turnpike, Syosset, New York 11791-4498, as "Grantee", and as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

See attached **Exhibit "A"**

which is hereafter referred to as "the Property")

together with all easements and other rights appurtenant thereto.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

The Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the parties of the first part, but against no others. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

E:\CarterLandTrust\Carter-St. Lucie\st BDG\ClosingDocs\SpWarDeed.wpd Page 1 of 2

OR BOOK 1847 PAGE 2054

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print name David R. Woods

Pamela Lee Wray

Print name Pamela Lee Wray

GRANTOR:

Daryl M. Carter, as Trustee of the Carter-St. Lucie Land Trust

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of November, 2003, by Daryl M. Carter, as Trustee, who is personally known to me and who did take an oath.

Pamela Lee Wray

Print name Pamela Lee Wray
Notary Public, State of Florida
My commission expires: 07/22/06

PAMELA LEE WRAY
Notary Public - State of Florida
My Commission Expires Jul 22, 2006
Commission # DD127884
Bonded By National Notary Assn.

E:\CarterLandTrust\Carter-St. Lucie\st BDG\ClosingDocs\SpWarDeed.wpd Page 2 of 2

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

OR BOOK 1847 PAGE 2055

EXHIBIT "A"

The Northern portion of an original 90.417 acre parcel of land situate in the East Half of Section 15, Township 37 South, Range 39 East, lying Easterly of Interstate 95 and Southerly of Gatlin Boulevard, and an adjoining .172 acre portion of land in Section 14, Township 37 South, Range 39 East, and being geometrically described as follows:

Commencing at a point (P.O.C.) being a nail and disc in pavement at the Northeast corner of Section 15, Township 37 South, Range 39 East, St. Lucie County, Florida, run thence from said P.O.C. South 00 degrees 04 minutes 16 seconds East along the East line of said Section 15, a distance of 94.96 feet to the South right of way line of Gatlin Boulevard and the POINT OF BEGINNING (P.O.B); thence run Northeasterly with said right of way along a non-tangent curve to the right through a central angle of 0 degrees 04 minutes 29 seconds; an arc distance of 30.00 feet, a chord bearing and distance of North 88 degrees 47 minutes 18 seconds East, 30.00 feet to a point; thence leaving said right of way line of Gatlin Boulevard, and run South 00 degrees 04 minutes 16 seconds East, a distance of 250.60 feet to a point; thence run South 89 degrees 55 minutes 44 seconds West, a distance of 30.00 feet to a point on the East line of Section 15; thence run South 00 degrees 04 minutes 16 seconds East along said East line of Section 15, a distance of 776.41 feet to a point; thence leaving said Section line run South 88 degrees 12 minutes 28 seconds West a distance of 80.04 feet; thence run South 0 degrees 04 minutes 16 seconds East, a distance of 113.21 feet; thence run South 89 degrees 55 minutes 48 seconds West, a distance of 1189.94 feet to a point on the Easterly limited access right of way line of Interstate 95; thence run North 04 degrees 19 minutes 18 seconds East a distance of 370.53 feet to a point; thence run North 10 degrees 43 minutes 46 seconds East, a distance of 220.25 feet; thence run North 13 degrees 28 minutes 39 seconds East, a distance of 248.03 feet; thence run North 32 degrees 02 minutes 11 seconds East, a distance of 213.88 feet; thence run North 69 degrees 09 minutes 13 seconds East, a distance of 213.88 feet; thence run North 84 degrees 54 minutes 10 seconds East, a distance of 628.35 feet to a point; the last described six (6) courses being along the Easterly limited access right of way line of Interstate 95; thence run Easterly along a curve concave to the North having radius of 23,018.31 feet, said curve being the South right of way line of Gatlin Boulevard, an arc distance of 202.55 feet, a chord bearing of North 89 degrees 04 minutes 40 seconds East and a chord distance of 202.55 feet to the POINT OF BEGINNING.

EXHIBIT 8
BINDING P.U.D. AGREEMENT

****

CITY OF PORT ST. LUCIE
AMENDED BINDING
PLANNED UNIT DEVELOPMENT (PUD)
AGREEMENT

PROJECT NAME	**GATLIN PLAZA I PUD**
LEGAL DESCRIPTION	**SEE EXHIBIT 1B**

I HEREBY DECLARE THAT, The Gatlin Plaza I PUD as described herein is under unified control and hereby agree to proceed with the proposed PUD development according to the provisions of the City of Port St. Lucie zoning regulations and conditions as may be attached to the zoning of the land to PUD. In addition, I will provide agreements, contracts, deed restrictions and such relevant securities as may be required by the City for completion of the development according to the design parameters approved at the time of rezoning to PUD, and also agree to provide continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense. In addition, I agree to bind all successors in title to any commitments made hereunder in this paragraph.

Sworn to and subscribed before me this 17th day of October 2023.

Notary Public

LAURIE MC CAFFREY
Notary Public – State of New York
NO. 01MC6291372
Qualified in Nassau County
My Commission Expires Oct 15, ~~2024~~ 2025

BDG PORT ST. LUCIE, LLC

By: _____
Jonathan E. Cohen
Managing Member

GATLIN PLAZA CONDOMINIUM ASSOCIATION INC
by: BDG Port St Lucie LLC as Developer
Jonathan E. Cohen
Managing Member

My Commission expires:

********** FOR STAFF USE ONLY **********

Planning Dept No: _____

Ordinance Number: _____

Date Received: _____

Date Checked: _____

Strike through is for deletion to base document PUD Amendment #3 (P15-093)

EXHIBIT 8
BINDING P.U.D. AGREEMENT

****

CITY OF PORT ST. LUCIE
AMENDED BINDING
PLANNED UNIT DEVELOPMENT (PUD)
AGREEMENT

PROJECT NAME	**GATLIN PLAZA I PUD**
LEGAL DESCRIPTION	**SEE EXHIBIT 1B**

I HEREBY DECLARE THAT, The Gatlin Plaza I PUD as described herein is under unified control and hereby agree to proceed with the proposed PUD development according to the provisions of the City of Port St. Lucie zoning regulations and conditions as may be attached to the zoning of the land to PUD. In addition, I will provide agreements, contracts, deed restrictions and such relevant securities as may be required by the City for completion of the development according to the design parameters approved at the time of rezoning to PUD, and also agree to provide continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense. In addition, I agree to bind all successors in title to any commitments made hereunder in this paragraph.

Sworn to and subscribed before me this 17th day of October 2023.

Laurie McCaffrey
Notary Public

LAURIE MC CAFFREY
Notary Public – State of New York
NO. 01MC6291372
Qualified in Nassau County
My Commission Expires Oct 15, ~~2021~~ 2025

BDG PORT ST. LUCIE, LLC

By: _____
Jonathan E. Cohen
Managing Member

GATLIN PLAZA CONDOMINIUM ASSOCIATION INC
by: BDG Port St Lucie LLC as Developer
Jonathan E. Cohen
Managing Member

My Commission expires:

********** FOR STAFF USE ONLY **********

Planning Dept No: _____

Ordinance Number: _____

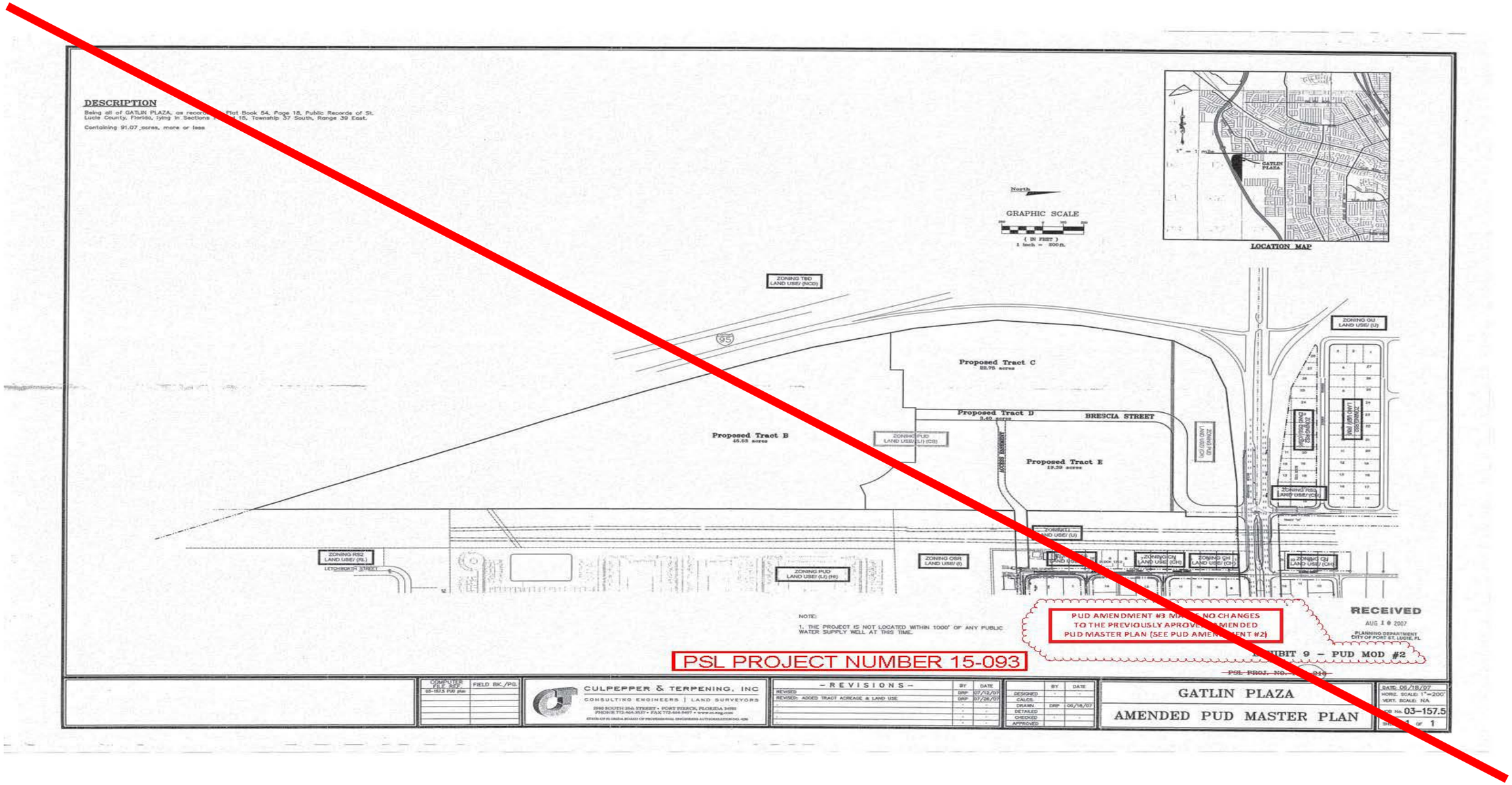
Date Received: _____

Date Checked: _____

Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

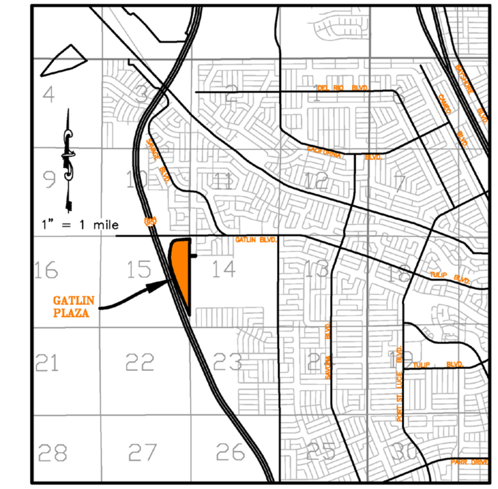
EXHIBIT 9

PUD
MASTER PLAN


DESCRIPTION
Containing 91.07 acres, more or less
North
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
LOCATION MAP
GATLIN PLAZA
ZONING TBD
LAND USE/ (NOD)
95
Proposed Tract C
22.75 acres
Proposed Tract D
3.40 acres
BRESCIA STREET
Proposed Tract B
45.53 acres
Proposed Tract E
19.30 acres
ZONING OU
LAND USE/ (U)
ZONING RS2
LAND USE/ (RL)
LETCHWORTH STREET
ZONING PUD
LAND USE/ (LI) (RS)
ZONING CBR
LAND USE/ (I)
NOTE:
1. THE PROJECT IS NOT LOCATED WITHIN 1000' OF ANY PUBLIC WATER SUPPLY WELL AT THIS TIME.
PUD AMENDMENT #3 MAKES NO CHANGES TO THE PREVIOUSLY APROVED AMENDED PUD MASTER PLAN (SEE PUD AMENDMENT #2)
RECEIVED
AUG 1 0 2007
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL
EXHIBIT 9 – PUD MOD #2
PSL PROJECT NUMBER 15-093
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
– REVISIONS –
GATLIN PLAZA
AMENDED PUD MASTER PLAN
DATE: 06/18/07
HORIZ. SCALE: 1"=200'
VERT. SCALE: NA
JOB No. 03-157.5
SHEET 1 OF 1

LEGAL DESCRIPTION
Being all of Gatlin Plaza, as Recorded in Plat Book 54, Page 18, Public Records of St. Lucie County, Florida, lying in Sections 14 and 15, Township 37 South, Range 39 East.

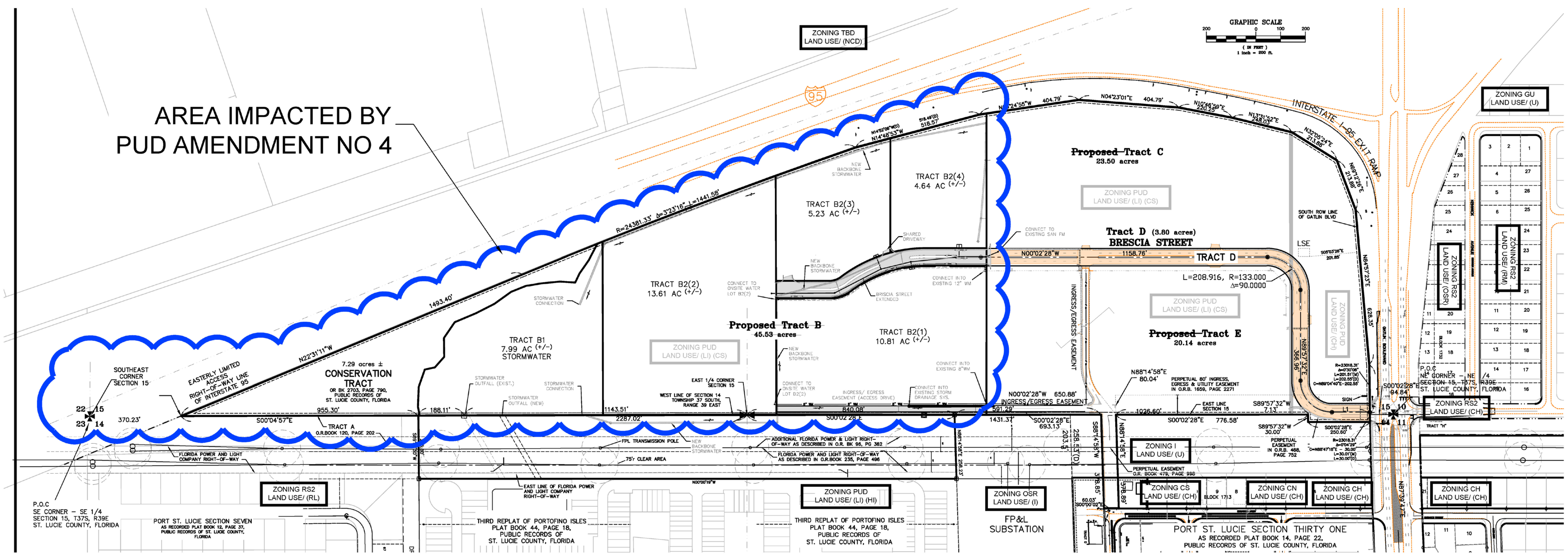
Containing 91.067 acres, more or less.



LOCATION MAP

North

GRAPHIC SCALE
200 0 100 200
(IN FEET)
1 inch = 200 ft.



NOTE:

1. THE PROJECT IS NOT LOCATED WITHIN 1000' OF ANY PUBLIC WATER SUPPLY WELL AT THIS TIME.

2. ALL PARCEL SIZES ARE APPROXIMATE. REFER TO FINAL INDIVIDUAL LEGAL DESCRIPTIONS TO BE PREPARED AT TIME OF INDIVIDUAL SITE PLAN REVIEWS. (NOTED ADDED – 2025.02.00)

3. REFER TO SITE CONSTRUCTION PLANS FOR SERVICE CONNECTION DETAILS AND FINAL ALIGNMENTS. (NOTE ADDED – 2025.02.00)

EXHIBIT 9 – PUD MOD ~~#3~~ #4

PSL PROJ. NO. P23-159
~~PSL PROJ. NO. P15-093~~
~~PSL PROJ. NO. P07-216~~
PSL UTIL PRO. NO. 11-863-000

COMPUTER FILE REF.	FIELD BK./PG.
03-157.5 PUD plan	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
REVISED	DRP	07/12/07
REVISED: ADDED TRACT ACREAGE & LAND USE	DRP	07/26/07
PUD REVISION NO 4 – AMEND TRACT B TO ADD NEW BLDG AREA	DJM	10/16/24
PUD REVISION NO 4 – REVISE ACCESS DRIVES & NOTES	DJM	25/02/12
.	.	.
.	.	.

	BY	DATE
DESIGNED	.	.
CALCS.		
DRAWN	DJM	06/18/07
DETAILED		
CHECKED	.	.
APPROVED		

GATLIN PLAZA

AMENDED PUD MASTER PLAN

DATE: 06/18/07
HORIZ. SCALE: 1"=200'
VERT. SCALE: NA
JOB No. 23-095
SHEET 1 OF 1

EXHIBIT 10

TRAFFIC IMPACT REPORT

~~March 2005~~
May 2025

Refer to the *TRAFFIC IMPACT ANALYSIS for the Gatlin Plaza PUD*, prepared by MacKenzie Engineering and Planning, Inc., dated February 12, 2025 (last revised May 2025), on file with the City of Port St. Lucie Planning Department. This amendment (the 4th amendment) provides for the deletion of the prior traffic impact report (last updated March 2005), as included in PUD Amendment #3) from this PUD Document.

MacKenzie Engineering and Planning, Inc. (Mackenzie) performed an analysis of the traffic impacts resulting from the proposed project site located east of I-95 and Gatlin Boulevard, Port St. Lucie, Florida. The project proposes to construct a total of 750,000 SF of Retail (Shopping Center) use, with a Hotel use, comprising 120 rooms. The analysis buildout year for this project is 2027. As of the date of this application for the 4th amendment to the Gatlin Plaza PUD, the total 'approved' square feet for this PUD is 397,050 square feet. The table below provides a general breakdown of the distribution of square footage within the original Gatlin Plaza PUD:

SITE NAME	BLDG. AREA (SF) (thru May 2025)
Home Depot	**155,669**
Bass Pro	**91,370**
Copy Floor & Décor	**69,981**
Dave & Busters	**25,000**
Retail D	**20,000**
Restaurant	**6,300**
Wendy's	**3,408**
unassigned	**45,412**
Total for initial Gatlin Plaza PUD	**397,050**

Subsequent development phases will account for an additional 353,000 square feet in this project, thus bringing the project total to approximately 750,000 square feet. Except, it should be noted that, at the developer's option, should the proposed 120 hotel rooms be proposed for construction, the maximum square footage allowed in the project will be reduced to approximately 730,000 square feet. The 20,000 square foot reduction in gross area accounts for a re-assignment/conversion of the trips generated by that square footage to a Suite Hotel use.

Transportation improvement obligations, necessary to offset the impacts of the initial stages of projects development included; alterations Gatlin Boulevard; local street improvements (east of the development site) encouraging alternative access routes into the overall project, and contributions by the developers to improvements to other local area collector and arterial roadways that provide for a diffusion of traffic in this area, have already been completed. Addressing the impacts of this proposed expansion upon the local roadway network, the Mackenzie report recommends the following transportation system improvements to offset the impacts resulting from the addition of 353,000 square feet of additional retail space into the existing Gatlin Plaza PUD.

1. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 400,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:
   a. Intersection of Gatlin Boulevard & Brescia Street:
      i. Convert the northbound approach to this intersection (Briscia Street) to 2 left-turn lanes and 1 shared through/right-turn lane.
      ii. Extend shared through/right-turn lane approximately 160 feet from current position to approximate access drive at Home Depot site.
      iii. Provide for necessary Signal Head and Signal Adjustments to support this restriping improvement and lane adjustment.

   b. Intersection of Fondura Street and Gatlin Boulevard:
      i. Add northbound right turn lane.
      ii. Provide for necessary Signal Head and Signal Adjustments to support this lane addition.

   c. East side Driveway 2 & Hayworth Avenue:
      i. Convert the intersection of the Gatlin Plaza Internal Access Drive with Hayworth Avenue to an 'All-Way' stop controlled intersection.
      ii. Improve sight-triangle visibility at intersection.

   d. Intersection of Hayworth Avenue & Edgarce Street:
      i. Restripe the Hayworth Avenue & Edgarce Street intersection to provide for enhanced traffic operation visibility.
      ii. Remove stop signs for Hayworth Avenue, allowing for free flow movement along Hayworth Avenue.

2. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 600,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:
   a. Gatlin Boulevard & Brescia Street:
      i. Installation of second, eastbound left-turn lane (to northbound Briscia). This improvement will require the addition of new receiving lane on NB Briscia.

ii. Signal adjustments at the intersection Gatlin Boulevard & Brisica street in support of the additional left turn lane.

With the completion of these identified improvements, the Gatlin Plaza PUD project will meet Port St. Lucie's concurrency requirements.

EXHIBIT 11

ENVIRONMENTAL IMPACT REPORT

August 2004

RECONNAISSANCE LEVEL FIELD ASSESSMENT

GATLIN COMMONS

City of Port St. Lucie
St. Lucie County, Florida

Section 15, Township 37 South, Range 39 East

PREPARED FOR:

Culpepper & Terpening, Inc.

AUGUST 3, 2004

BY:

PHILLIP R. JIMRUSTI
& ASSOCIATES, INC.
ECOLOGICAL ENGINEERS
ENVIRONMENTAL CONSULTANTS
12730 S.W. 12th Court
DAVIE, FLORIDA 33325
(954) 370-8870

AS NATURE INTENDED

GATLIN COMMONS

INTRODUCTION

A *Reconnaissance Level Field Assessment* was conducted on this 90.60-acre tract of land located south of Gatlin Blvd., east of Interstate 95, Section 15, Township 37 South, Range 39 East, City of Port St. Lucie, St. Lucie County, Florida on August 3, 2004. The parcel was surveyed on three occasions at various times of the day to be in substantial compliance with the South Florida Water Management District Basis of Review, the City of Port St. Lucie Comprehensive Land Use Amendment and St. Lucie County Resource Protection Standards (Chapter VI) The site was investigated to identify native vegetative communities, determine the viability of indigent habitats and note the presence or absence of threatened or endangered species as listed by the U.S. Fish and Wildlife Service (FWS) and Florida Fish and Wildlife Conservation Commission (FFWCC).

The site is bounded on the south by vacant land, on the west and north by paved roads and on the east by a FPL Powerline easement. The immediate area surrounding the property is sub-divided for future commercial and residential development. The site is fully wooded and can best be described as the remnants of a pine/palmetto flatwoods with depressional wetlands located along the west and north property lines. Off-road vehicle trails are prevalent throughout the property.

VEGETATION

The canopy vegetation of the uplands consists of slash pine (Pinus eliottii), Brazilian pepper (Schinus terebenthifolis), cabbage palm (Sable palmetto), led tree (Leucaena leucocephala) and live oak (Quercus virginiana) . The understory was sparse and contained wild coffee (Psychotria nervosa), wax myrtle (Myrica cerifera), lantana (Lantana depressa), saw palmetto (Sereona repens), beautyberry (Callicarpa americana), and blackberry (Rubus betulifolius). The ground cover observed was grape vine (vitis rotundifolia), heliotrope (Heliotropium polyphyllum), Old World climbing fern (Lygodium microphyllum), bracken fern (Pteridium spp.), swamp fern (Blechnam serrulatum) and wire grass (Arstida stricta).

The wetland and transitional areas of the property contained canopy vegetation consisting of red bay, Carolina willow and pond apple with an understory of wax myrtle and buttonbush. The ground covers observed were

GATLIN COMMONS

The open areas of the property contain Bahia grass (Paspalum notatum) and roadside weeds such as Spanish needles (Bidens alba), caesar weed (Urena lobata), ragweed (Ambrosia artemisiifolia), periwinkle (Catharanthus roseus), and various other grasses and forbs associated with open fields.

SOILS

The US Department of Agriculture, Natural Resources Conservation Service Soil Survey of St. Lucie County indicates that the substrate of the property is Winder sand, depressional (54) with intrusions of Riviera fine sand (37&38). Winder sand is a poorly drained nearly level soil that occurs in depressional areas. Riviera fine sand is a poorly drained nearly level soil that occurs in depressional areas, in hammocks and along drainageways.

WILDLIFE

Other than mockingbirds (Mimus polyglottos) and mourning doves (Zenaida macroura), no wildlife was observed during the survey. Tracts of white tailed deer and raccoons were noted throughout the site. No gopher tortoise (Gopherus polyphemus) burrows were observed and the site does not contain a scrub habitat. Based on previous studies of animal populations within the Pine Flatwoods and wetland communities, the following is a list of probable animal species that may inhabit the site:

Mammals

Nine banded armadillo (Dasypus novemcnctus)
Opossum (Didelphis vurginiana)
Raccoon (Procyon lotot)
Grey Squirrel (Sciurus carolinensis)
White tailed deer (Odocoileus virginianus)

Birds

Ground dove (Columbia passerina)
Mocking bird (Mimus polyglottos)
Wading birds

GATLIN COMMONS

Other Vertebrates

Oak toad (Bufo quercicus)
Green anole (Anolis carolinensis)
Six-lined racerunner (Cnemidophorus sexlineatus)

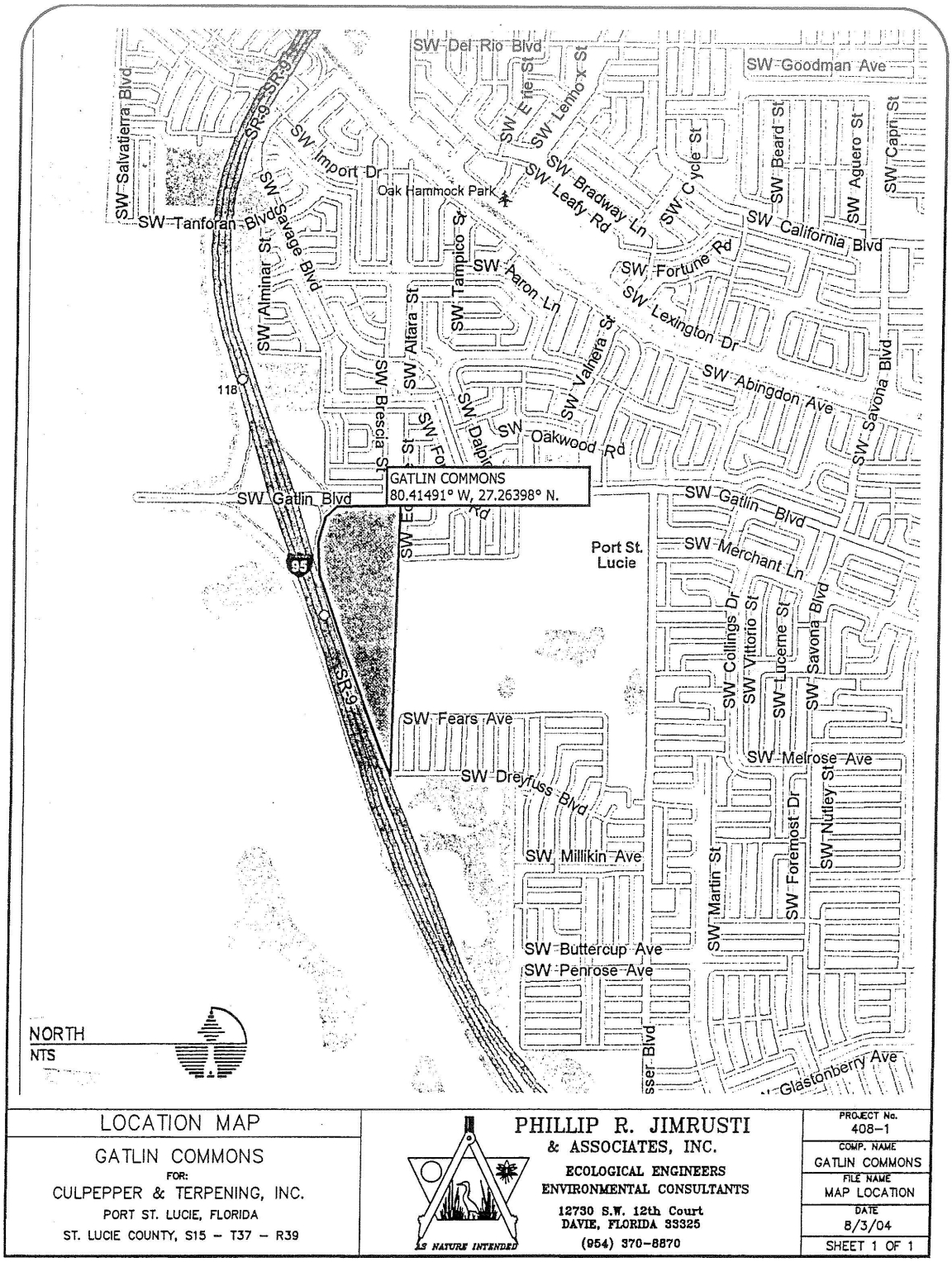
HYDROLOGY

The wetlands sustain periodic flooding in the wetland areas. On two site visits, 12 inches of standing water was observed in all of the depressional wetlands. On 8/3/04 the only standing water that was observed was in the deeper off-road vehicle tracts.

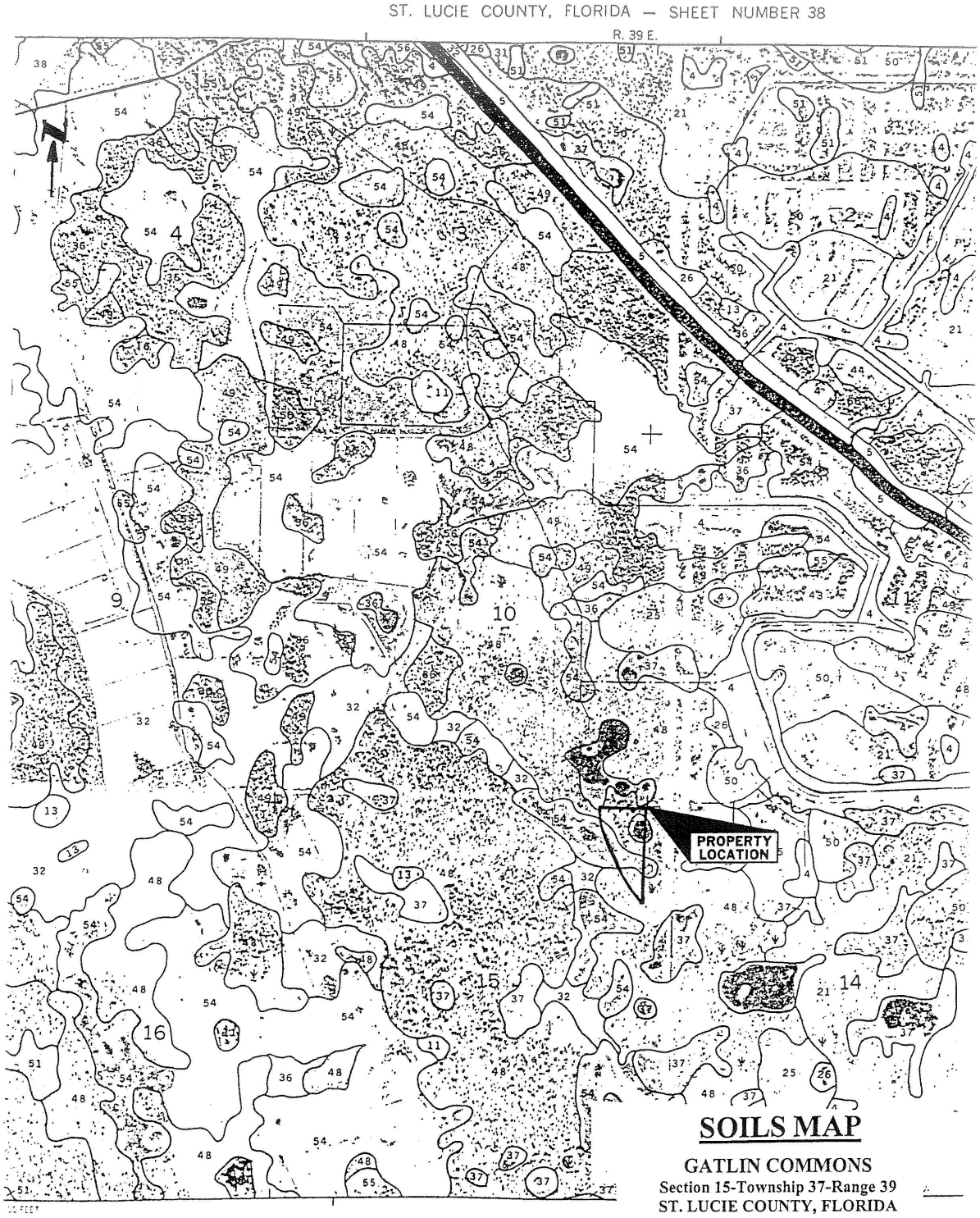
CONCLUSION

No wildlife or vegetation from the list of State and Federally protected, threatened or endangered species were observed on the property. The Florida scrub jay and Gopher tortoise listed as threatened by the FGFWFC and the USFWS and endemic to a scrub environment requires a low shrub layer lacking a sand pine canopy that this site does not provide.

A pre-application wetland determination was conducted by the South Florida Water Management District (SFWMD) on 6/27/04 and confirmed the surveyed wetland areas.



LOCATION MAP	PHILLIP R. JIMRUSTI & ASSOCIATES, INC.	PROJECT No. 408–1
GATLIN COMMONS	ECOLOGICAL ENGINEERS	COMP. NAME GATLIN COMMONS
FOR: CULPEPPER & TERPENING, INC.	ENVIRONMENTAL CONSULTANTS	FILE NAME MAP LOCATION
PORT ST. LUCIE, FLORIDA	12730 S.W. 12th Court DAVIE, FLORIDA 33325	DATE 8/3/04
ST. LUCIE COUNTY, S15 – T37 – R39	AS NATURE INTENDED (954) 370–8870	SHEET 1 OF 1


ST. LUCIE COUNTY, FLORIDA — SHEET NUMBER 38
R. 39 E.
PROPERTY LOCATION
SOILS MAP
GATLIN COMMONS
Section 15-Township 37-Range 39
ST. LUCIE COUNTY, FLORIDA

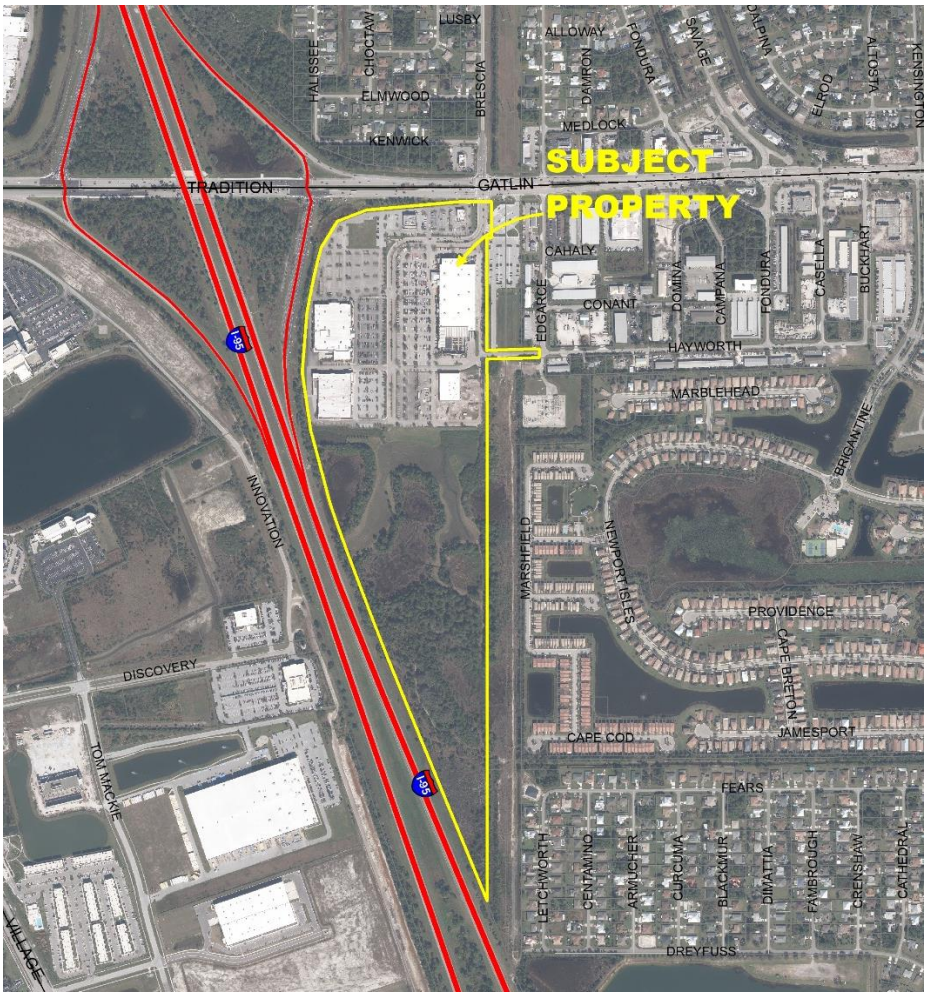
LEGEND		
NUMBER	DESCRIPTION	AREA
437	UPLAND HARDWOOD FOREST	67.11 AC.
630	WETLAND FORESTED MIX	15.62 AC.
640	VEGETATED NON-FORESTED WETLANDS	1.90 AC.
610	WETLAND HARDWOOD FOREST	5.97 AC.

JURISDICTIONAL WETLANDS

NORTH
SCALE = N.T.S.

END OF DOCUMENT

Gatlin Plaza PUD - Amendment No. 4
Planned Unit Development Amendment
P23-159



Project Location Map

SUMMARY

Applicant's Request:	An application for the 4th Amendment to the Gatlin Plaza Planned Unit Development (PUD) to revise the PUD document to clarify the allowable uses as well as add additional building square footage and create conservation, stormwater, and future development tracts.
Agent(s):	Culpepper & Terpening, Inc.
Applicant/ Property Owner:	BDG Port St. Lucie, LLC
Location:	The Gatlin Plaza PUD is generally located south of SW Gatlin Boulevard and east of I-95.
Project Planner:	Francis Forman, Planner III

Project Description

The City has received an application from Culpepper & Terpening, Inc, acting as the agent for BDG Port St. Lucie, LLC, the property owner, for the 4th Amendment to the Gatlin Plaza PUD. The Gatlin Plaza PUD encompasses approximately 91.07 acres and is divided into 10 tracts per the legal description.

A portion of the site has been developed with Commercial uses and the remainder is vacant. This application will amend the PUD document to add approximately 353,000 square feet of building area for a total of 750,000 square feet and add up to 120 hotel rooms.

The PUD master plan is also proposed to be amended to divide the existing Tract B of the PUD into 6 tracts which will encompass 4 new development tracts for commercial and service commercial type uses, as well as stormwater and conservation tracts. The division of Tract B will consist of reallocating the existing acreage for the land and will not require any additional property to be incorporated into the PUD.

The proposed change is included in the attached PUD document (Exhibit "A") and the changes are shown as ~~strike through~~ and underlined.

Project Background

The Gatlin Plaza PUD was first approved in 2005 (P04-431), under Ordinance 05-032 at which time the parcels were created and rezoned under the master PUD from St. Lucie County's Agricultural (AG-1) to PUD. The master PUD was amended throughout the years to further improve the development and allowances, including commercial and light industrial uses, as well as to include additional land area to further the development potential of the area. The creation and amendments to the master PUD are in accordance with Policy 1.1.4.13 of the Future Land Use Element, which establishes the zoning districts compatible with the City's Future Land Use classifications.

Previous Actions and Prior Reviews

The Site Plan Review Committee recommended approval of the proposed PUD amendment and conceptual plan on January 22, 2025.

Public Notice Requirements

Notice of the PUD amendment was mailed to property owners within a maximum of 750 feet of the subject property.

Location and Site Information

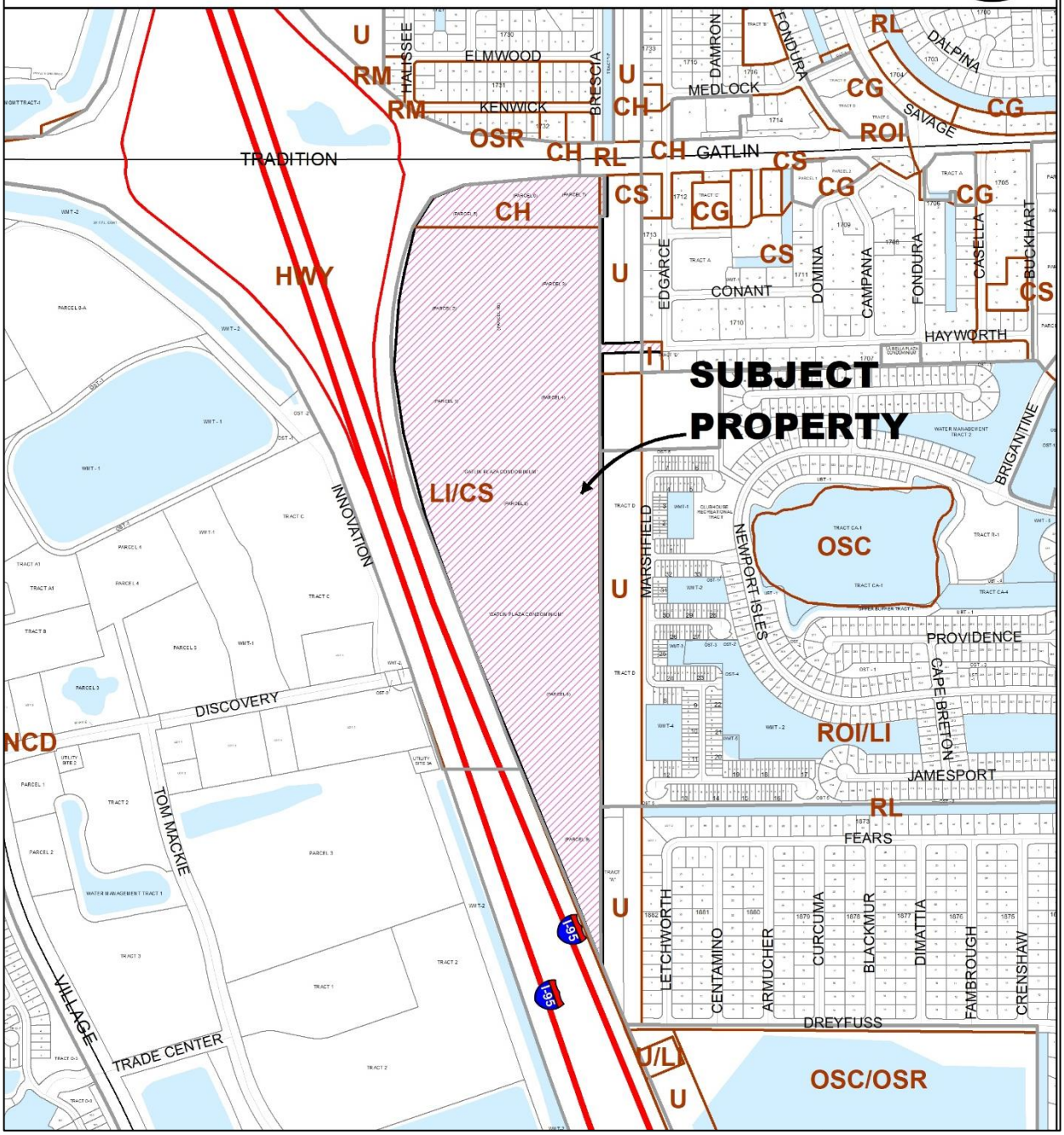
Parcel ID No.	A complete list of Parcel ID Numbers is attached in the PUD regulation book.
Property Size:	91.07 acres
Legal Description:	A complete legal description is attached in the PUD regulation book.
Future Land Use:	Service Commercial/Light Industrial (CS/LI), Highway Commercial (CH)
Existing Zoning:	Planned Unit Development (PUD)
Existing Use:	General Commercial, and Light Industrial

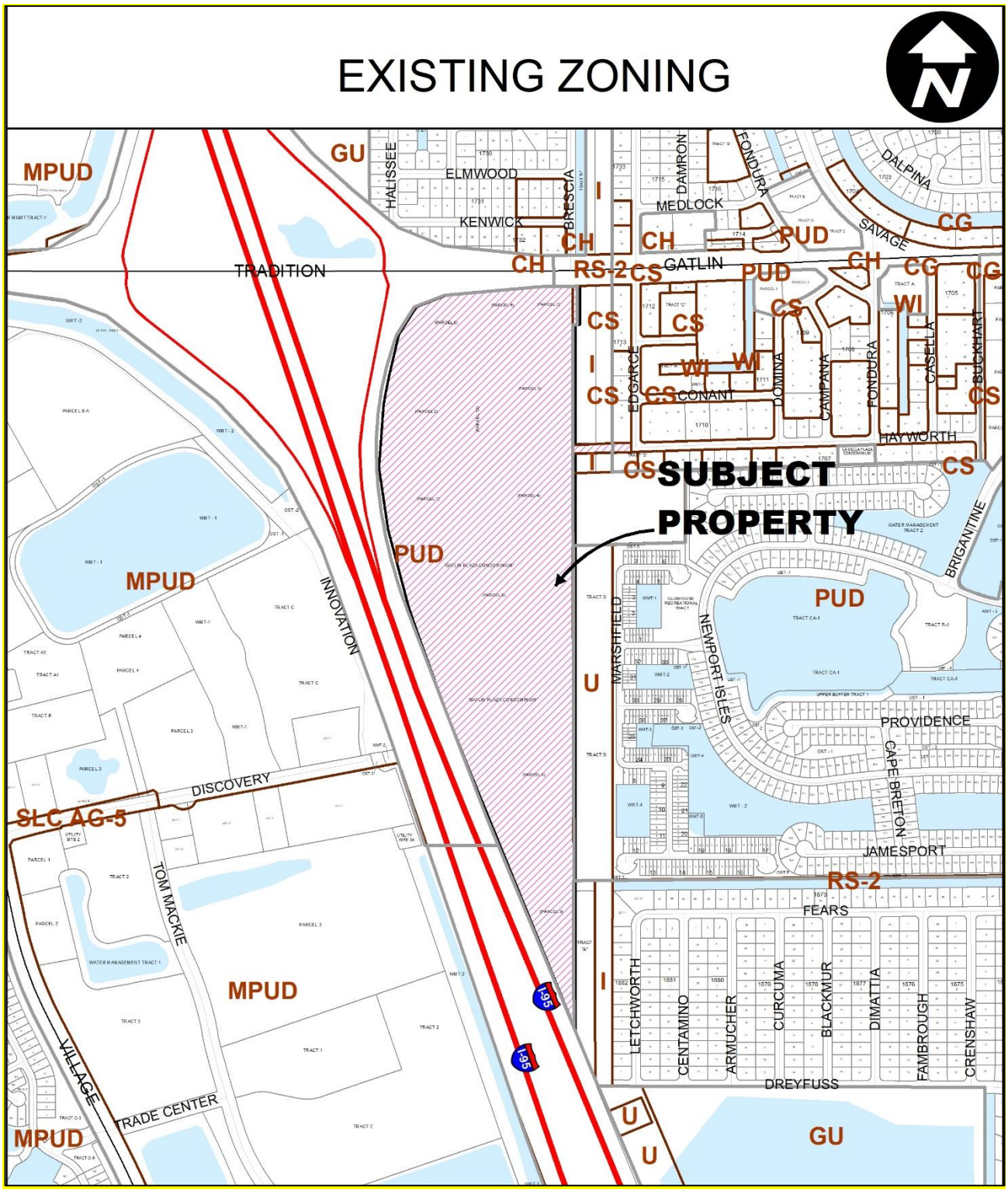
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CH & OSR	CH & RS-2	Commercial retail and Open Space
South	HWY	HWY	Florida Interstate 95
East	U	U & I	Public Works Park & Ride and Utility Easement
West	HWY	HWY	Florida Interstate 95

CH- Highway Commercial, HWY- Highway, U – Utility, I – Institutional, OSR – Open Space Recreation, RS-2 – Single-Family Residential

FUTURE LAND USE




EXISTING ZONING
MPUD
GU
HALISSEE
ELMWOOD
KENWICK
BRESCIA
I
DAMRON
MEDLOCK
FONDURA
DALPINA
SAVAGE
CG
CH
PUD
TRADITION
RS-2
CS
GATLIN
WI
EDGARCE
CONANT
DOMINA
CAMPANA
CASELLA
BUCKHART
HAYWORTH
SUBJECT PROPERTY
BRIGANTINE
MARSHFIELD
NEWPORT ISLES
PROVIDENCE
CAPE BRETON
JAMESPORT
U
INNOVATION
DISCOVERY
SLC AG-5
TOM MACKIE
VILLAGE
TRADE CENTER
FEARS
LETCHWORTH
CENTAMINO
ARMUCHER
CURCUMA
BLACKMUR
DIMATTIA
FAMBROUGH
CRENSHAW
DREYFUSS
I-95

Zoning Map

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW AND STAFF ANALYSIS

Land Use:
The proposed PUD amendment is consistent with Policies 1.1.4.10 and 1.1.4.13 of the comprehensive plan establishing the compatible land use classification and zoning districts, along with the commercial and service commercial intensity of the allowable uses within the Gatlin Plaza PUD. The purpose of the amendment is to add commercial and service commercial square footage within the development as well as adjust the PUD master plan to divide the existing Tract B in future development, stormwater and conservation tracts.

Transportation:
The proposed PUD amendment is consistent with Policies 2.1.2.2, 2.1.2.7 and 2.1.2.9 of the comprehensive plan establishing the required level of transportation service standards for the roadways around the Gatlin Plaza PUD. The proposed addition of commercial and service commercial square foot within the development will cause an increase in trip generation through the development of the future Tracts, therefore the Public Works Department has recommended the following condition of approval:

1. Six (6) months after certificates of occupancy for a cumulative total of 400,000 square feet of uses in the PUD has been issued, the owner of the property, labeled as Tract B in the PUD, must provide a traffic analysis using a methodology and form acceptable to the City to provide evidence that the traffic impacts caused by the entitlements allocated to Tract B through the Fourth Amendment to the PUD will be and/or are being sufficiently mitigated. Any traffic issues identified in the traffic analysis and caused by the development or proposed development within Tract B must be addressed in a manner that is acceptable to the City by the owner of Tract B. The issues must be addressed to the satisfaction of the City within 90 days of being identified by the City and before development approvals or permits for development upon Tract B will be issued by the City. The City may also request subsequent traffic analyses be conducted, that may result in additional improvements being identified, as part of the owner's method of satisfying traffic issues identified by the initial traffic analysis.

STAFF RECOMMENDATION

The Site Plan Review Committee recommended approval of the proposed PUD amendment at the January 22, 2025, Site Plan Review Committee meeting. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval with the condition set forth by the Public Works Department in the Public Work's memo.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

MEMORANDUM

TO: Francis Forman – Planner III, Planning & Zoning

FROM: Diana Spriggs, P.E. – Assistant Director, Public Works D.S.

DATE: May 27, 2025

SUBJECT: P23-159 Gatlin Plaza PUD Amendment No.4
Traffic Generation, Stacking & Circulation Approval

This application and Traffic Report prepared by MacKenzie Engineering & Planning, Inc. dated February 12, 2025 has been reviewed by the Public Works Department and the City's 3rd party traffic consultant, WSP USA, and the transportation elements of the project were found to be in compliance with the adopted level of service and requirements of Chapter 156 of City Code, and Public Works Policy 19-01pwd.

Based on the review, Exhibit 10 of the proposed PUD Amendment has been modified to list the following additional traffic improvements that will be required by this development at various stages of development to mitigate for their impacts:

1. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 400,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:

    a. Intersection of Gatlin Boulevard & Brescia Street:
    i. Convert the northbound approach to this intersection (Briscia Street) to 2 left-turn lanes and 1 shared through/right-turn lane.
    ii. Extend shared through/right-turn lane approximately 160 feet from current position to approximate access drive at Home Depot site.
    iii. Provide for necessary Signal Head and Signal Adjustments to support this restriping improvement and lane adjustment.

    b. Intersection of Fondura Street and Gatlin Boulevard:
    i. Add northbound right turn lane.
    ii. Provide for necessary Signal Head and Signal Adjustments to support this lane addition.

c. East side Driveway 2 & Hayworth Avenue:

i. Convert the intersection of the Gatlin Plaza Internal Access Drive with Hayworth Avenue to an 'All-Way' stop controlled intersection.

ii. Improve sight-triangle visibility at intersection.

d. Intersection of Hayworth Avenue & Edgarce Street:

i. Restripe the Hayworth Avenue & Edgarce Street intersection to provide for enhanced traffic operation visibility.

ii. Remove stop signs for Hayworth Avenue, allowing for free flow movement along Hayworth Avenue.

2. Prior to the issuance of any building or site development permits (excluding mass grade permits), collectively authorizing more than 600,000 square feet of commercial space in the Gatlin Plaza PUD, the developer shall provide, or cause to provide through the execution of an approved development agreement or equivalent order, the following transportation network improvements:

a. Gatlin Boulevard & Brescia Street:

i. Installation of second, eastbound left-turn lane (to northbound Brescia Street). This improvement will require the addition of a new receiving lane on NB Brescia Street.

ii. Signal adjustments at the intersection Gatlin Boulevard & Brescia Street in support of the additional left turn lane.

Public Works would like to recommend a condition of approval to include:

1. 6 months after certificates of occupancy for a cumulative total of 400,000 square feet of uses in the PUD has been issued, the owner of the property, labeled as Tract B in the PUD, must provide a traffic analysis using a methodology and form acceptable to the City to provide evidence that the traffic impacts caused by the entitlements allocated to Tract B through the Fourth Amendment to the PUD will be and/or are being sufficiently mitigated. Any traffic issues identified in the traffic analysis and caused by the development or proposed development within Tract B must be addressed in a manner that is acceptable to the City by the owner of Tract B. The issues must be addressed to the satisfaction of the City within 90 days of being identified by the City and before development approvals or permits for development upon Tract B will be issued by the City. The City may also request subsequent traffic analyses be conducted, that may result in additional improvements being identified, as part of the owner's method of satisfying traffic issues identified by the initial traffic analysis.

Attachment "A"
Proposed Public Works Traffic Monitoring Condition

The City of PSL proposes the following condition be put on the approval of the Gatlin Plaza PUD Amendment and added under Exhibit "A" Gatlin Plaza PUD Amendment No. 4, Exhibit 6. Section 4. D.:

> Six (6) months after Certificates of Occupancy, or equivalent use authorizations, have been issued for a cumulative total of 580,000 square feet of commercial uses in the Gatlin Plaza PUD, the owner of the property, labeled as Tract B in the PUD, shall provide a traffic monitoring review of the driveway accesses for the Gatlin Plaza PUD. This monitoring report shall at a minimum assess the level of service and operational conditions of the intersections of Brescia Street & Gatlin Boulevard and Fondura Street & Gatlin Boulevard. Should any operational deficiency be observed or shown in the report or a level of service deficiency be shown, that is attributable to the impacts generated by the development within Tract B of the Gatlin Plaza PUD, the owner of Tract B shall develop and present to the City an acceptable mitigation to off-set any operational or level of service deficiency. Should any Level of Service or Operational deficiency be observed through this review, no building permits authorizing more than 580,000 square feet of development activity within the PUD shall be allowed until the appropriate mitigation to off-set any deficiency is under construction.

Attachment "B"

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Planning and Zoning Board

Meeting Minutes - Draft

Melody Creese, Chair
Jim Norton, Vice Chair
Peter Previte, Chair Pro-Tem
Eric Reikenis, At-Large
John "Jack" Doughney, At-Large
Greg Pettibon, At-Large
Peter Louis Spatara, At-Large
Rose Mocerino, Alternate
Douglas Harvey, Alternate

Please visit www.cityofpsl.com/tv for new public comment options.

Tuesday, June 3, 2025	**6:00 PM**	**Council Chambers, City Hall**

Request to Table Item 8B

1. Meeting Called to Order

   A Regular Meeting of the Planning and Zoning Board of the City of Port St. Lucie was called to order by Acting Chair Norton at approximately 6:02 PM on June 3, 2025, at the Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

   Members Present:
   Vice Chair Norton
   Chair Pro Tem Previte
   Mr. Reikenis
   Mr. Doughney
   Mr. Spatara
   Mr. Pettibon
   Ms. Mocerino

   Members Not Present:
   Chair Creese
   Mr. Harvey

3. Determination of a Quorum

   (Clerk's Note: This item was not discussed.)

4. Pledge of Allegiance

Acting Chair Norton led the assembly in the Pledge of Allegiance.

5. Approval of Minutes

5.a Approval of Minutes - May 6, 2025 **2025-518**

Board Member Reikenis moved to approve the minutes of the May 6, 2025, Planning and Zoning Board meeting with the correction of Mr. Reikenis' last name on Item 2. Roll Call. Board Member Spatara seconded the motion, which passed unanimously by voice vote.

6. Consent Agenda

There were no items scheduled under this portion of the Agenda.

7. Public Hearings - Non Quasi-Judicial

7.a P25-071 City of Port St. Lucie - Chapter 155, Sign Code - Text Amendment **2025-519**

This is a City initiated amendment to Chapter 155, "Sign Code" to provide clarifications on sign code regulations and exemptions and allow for an additional freestanding sign for larger developments.

Daniel Robinson, Planning and Zoning, provided a PowerPoint Presentation on the application for the City's Chapter 155, Sign Code – Text Amendment.

Acting Chair Norton opened the Public Hearing. There being no comments, he closed the Public Hearing.

There being no discussion, Board Member Pettibon moved to recommend approval of P25-071, City of PSL – Chapter 155, Sign Code – Text Amendment, to the City Council. Board Member Doughney seconded the motion, which passed unanimously by voice vote.

7.b P25-085 City of Port St. Lucie - Amendment to the Community Redevelopment Plan for the U.S. Highway 1 Corridor (Original CRA). **2025-520**

Location: The CRA boundary includes the US Highway One corridor from just north of Village Green Drive on the north end to the St. Lucie / Martin County Line on the south end. Lennard Road forms most of the eastern boundary.
Legal Description: The legal description is included in the amendment.
This is a request to amend the redevelopment plan for the U.S. 1 Corridor

Bethany Grubbs, Planning and Zoning, provided a PowerPoint Presentation on the City's Amendment to the Community Redevelopment

Plan for the US Highway 1 Corridor (Original CRA).

Acting Vice Chair Previte inquired when the 30 years became effective, to which Special Assistant to the City Manager Russ Blackburn indicated that it would be effective on the date the Amendment becomes effective once adopted by the City Council as an Ordinance.

Acting Chair Norton opened the Public Hearing. There being no comments, he closed the Public Hearing.

There being no discussion, Board Member Spatara moved to recommend approval of P25-085, City of PSL – Amendment to the Community Redevelopment Plan for the US Highway 1 Corridor (Original CRA), to the City Council. Board Member Reikenis seconded the motion, which passed unanimously by voice vote.

8. Public Hearing - Quasi-Judicial

Senior Deputy City Attorney Hertz reviewed the process and procedures for Quasi-Judicial Hearings. The Deputy City Clerk swore in those individuals who intended to provide testimony on all items under Section 8 of the Agenda.
The Deputy City Clerk administered the Oath of Testimony to staff and those present who intended to speak on all items under Section 8 of the Agenda.

8.a P23-159 Gatlin Plaza Planned Unit Development (PUD) - Amendment No. 4 **2025-524**

Location: The property is generally located at the southwest corner of SW Gatlin Boulevard and SW Brescia Street.
Legal Description: The property is legally described as Gatlin Plaza Condominium, Parcel 1 through 10. (PB 54, PG 18)
This is a request to amend the Gatlin Plaza PUD document to clarify the allowable uses as well as add additional building square footage and create conservation, stormwater, and future development tracts.

Acting Chair Norton inquired if the Board had any ex parte communications to disclose, to which each member indicated they had none.

Francis Forman, Planning and Zoning, previously sworn, stated that the official file was sent to the City Clerk's Office within five days of the meeting. He asked that the file be entered into the record.

Planner Forman provided a PowerPoint presentation of P23-159, Gatlin Plaza PUD Amendment No. 4.

Board Member Reikenis inquired if a Traffic Study was complete, to which Planner Forman responded in the affirmative.

Clyde Cuffy, Public Works, confirmed that a Traffic Study was provided. He explained they are working with the Applicant.

Acting Vice Chair Previte questioned what other options were available, to which Mr. Cuffy explained there was one main entrance and secondary access.

Planner Forman noted that there was a scrivener's error and stated that there was no change to the permitted or special exception uses. He clarified that the application was to correct the map to create the tracts and additional square footage. Planner Forman advised that the uses were not changing.

Acting Chair Norton inquired if it was a 150-bed hotel, to which Planner Forman stated it was 120 beds. He asked if the conditions requested by Staff were on the Public Works Memorandum, to which Planner Forman responded in the affirmative. Acting Chair Norton requested that any motion made by the Board include the Public Works' Memo. He questioned if the City owned the portion of Brescia Street and Gatlin Boulevard, to which Mr. Cuffy advised that the intersection was a City-owned street, but the South end of Brescia was privately owned by PGD Development. Acting Chair Norton inquired if there was a bus stop at the intersection, to which Mr. Cuffy explained there was a Park & Ride, owned by the City. He questioned if the City would need permission from another outside governmental agency if the City deemed it necessary to widen that road in the future, to which Mr. Cuffy stated the City would not need additional permission, as it is City-controlled.

Dennis Murphy, Culpepper & Terpening Inc., provided an overview of their application. He indicated he only took note of the condition at tonight's meeting. Mr. Murphy requested an opportunity to further discuss the wording of the conditions relating to the traffic analysis and asked the Board to recommend approval to the City Council of the PUD Amendment.

Board Member Pettibon asked Mr. Murphy for clarification regarding the issue with the Public Works condition. Mr. Murphy indicated the need to further work on the language, as there was no way to complete a major transportation improvement within 90 days.

Senior City Attorney Elizabeth Hertz advised that City Staff objected to working with the Applicant to reword the final conditions within the Public Works Memorandum. She explained that the Staff did not know the Applicant had an issue with the language utilized. Attorney Hertz stated the Board had two options: table the item or that the Board recommend

approval and authorize the Applicant and Staff to work together to attempt to come up with language that is agreeable to both parties. She clarified that the first two conditions listed in the Traffic Memo were Traffic Improvements memorialized within the PUD and were not conditions, and noted the last portion was a condition.

Mr. Cuffy indicated that they would continue to work with the Applicant before getting the item to the City Council.

Acting Chair Norton opened the Public Comment. The Deputy City Clerk administered the Oath of Testimony to Ms. Peters.

Virginia Peters, 2189 SW Rockport Road, expressed concern over the current traffic situation at the intersection of SW Fondura Avenue and SW Gatlin Boulevard.

Mr. Murphy addressed Ms. Peters' comment and indicated they would be expanding the intersection of SW Fondura Avenue and SW Gatlin Boulevard.

Acting Chair Norton closed Public Comment.

Under discussion, Board Member Reikenis noted it may be too convoluted to recommend approval at this point. Mary Savage-Dunham, Planning and Zoning Director, clarified that Mr. Cuffy noted that the first two conditions were already within the PUD and there was no need to provide those conditions since they were previously memorialized. She advised that the Staff was comfortable continuing to work with the Applicant to wordsmith the final condition. Attorney Hertz advised that she wished to ensure that the condition agreement was not required by the Applicant before getting to the City Council. She stated that the conditions should be reflective of what is in the best interest of the City, despite potential disagreement from the Applicant, and in turn would authorize the City Council to make the necessary determination.

Board Member Spatara moved to Recommend Approval of P23-159, Gatlin Plaza Planned Unit Development (PUD) Amendment No. 4, to the City Council with direction for Staff to negotiate to the best of their abilities an acceptable condition related to the traffic analysis, and to move forward to City Council with Staff's acceptable condition. Board Member Doughney seconded the motion, which passed unanimously by voice vote.

8.b P24-134 Decorative Concrete Specialists of South Florida - Special Exception Use. **2025-515**

Location: 2134 and 2174 NW Commerce Lakes Drive.

Legal Description: Go Team Industrial Park-Unit Three-Block B Lots 13 & 14
The request is for a Special Exception Use (SEU) to allow a Concrete Plant at this location per Section 158.136 (C) (8) of the Zoning Code.

There being no discussion, Acting Vice Chair Previte moved to table P24-134, Decorative Concrete Specialist of South Florida, to a date uncertain. Board Member Reikenis seconded the motion, which passed unanimously by voice vote.

8.c P24-169 Southern Grove-SG-8 - Commercial - Landscape Modification **2025-517**

Location: Northwest corner of SW Becker Rd and SW Village Parkway.
Legal Description: Tract C1 of Kenley, according to the plat thereof, as recorded in Plat Book 104, Page 16, of the Public Records of St. Lucie County, Florida.
This is a request to provide enhanced landscaping in lieu of an architectural buffer wall on the western and northern portions of the property per Section 154.12 of the City of Port St. Lucie Code of Ordinances.

Acting Chair Norton inquired if the Board had any ex parte communications to disclose, to which each member indicated they had none.

Marissa Da Breo-Latchman, Planning and Zoning, previously sworn, stated that the official file was sent to the City Clerk's Office within five days of the meeting. She asked that the file be entered into the record.

Planner Da Breo-Latchman provided a PowerPoint presentation of P24-169, Southern Grove, SG-8, Commercial, Landscape Modification.

Board Member Pettibon asked if there was a significant overhead FPL easement located on the west buffer, to which Planner Da Breo-Latchman responded in the affirmative.

Board Member Spatara inquired about the maintenance portion of the condition, to which Planner Da Breo-Latchman responded that it must be maintained at a minimum of 6 feet.

Attorney Hertz indicated that the maintenance portion would be dealt with through the City's Code Compliance.

Director Savage-Dunham advised that there would be a maintenance Board for the Commercial Plaza, which would be responsible for maintenance. In the event the Plaza is not being maintained, it would be referred to Code Compliance.

Acting Vice Chair questioned if there was concern since nothing was being developed in the area, to which Director Savage-Dunham stated there was going to be multi-family to the north.

Acting Chair Norton inquired about the FPL buffer on the west side, to which Planner Da Breo-Latchman stated the buffer was 110 feet wide.

Kevin Velinsky, Lucido & Associates, was present on behalf of the Applicant.

Board Member Pettibon asked if the property to the north was under the same ownership, to which Mr. Velinsky responded that a different entity owned that portion.

Acting Vice Chair Previte questioned if a landscape berm existed on the north side, to which Mr. Velinsky stated it would be a 10-foot landscape buffer easement to include a 6-foot hedge and shade trees. Mr. Velinsky clarified that there would not be a berm. Acting Vice Chair Previte advised that he preferred a landscape buffer over a concrete wall.

Acting Chair Norton expressed concern over the landscape buffer on the north side multifamily future development. Mr. Velinsky noted he would have to speak to the Applicant and noted the multifamily development had not yet been planned from the southern parcel to the north. He inquired if they could condition that a berm be placed instead, to which Director Savage-Dunham advised that it was under the Board's discretion to place conditions even if the Applicant was not amenable to them; however, and noted that berms could potentially interrupt drainage patterns.

Board Member Pettibon indicated he would be supportive of allowing the landscape buffer on the west side and architectural buffer on the north side.

Acting Chair Norton expressed concern over the north side of the property, with plans for residential multifamily development that will come to the area.

Director Savage-Dunham explained that there was a narrow strip of land between the driveway and the other properties. She advised that a wall would fit in better than a berm, which required a greater spread.
Acting Chair Norton opened the Public Hearing. No one signed up to speak, Acting Chair Norton closed the Public Hearing.

There being no further discussion, Board Member Pettibon moved to approve P24-169, Southern Grove, SG-8 Commercial, Landscape Modification with the condition that the Applicant utilize an enhanced landscaping buffer for the western side of the property and the architectural buffer on the northern side of the property. Board Member Spatara seconded the motion, which passed unanimously by voice vote.

8.d P25-041 Dalton Learning Academy - Special Exception Use **2025-523**

Location: 10011 S US Highway 1

Legal Description: Town Centre Parcel A (OR Book 25, Page 35)

This is a request for approval of a Special Exception Use (SEU) to allow a K-8 private school within the Commercial General (CG) Zoning District.

Acting Chair Norton inquired if the Board had any ex parte communications to disclose, to which each member indicated they had none.

Planner Grubbs, previously sworn, stated that the official file was sent to the City Clerk's Office within five days of the meeting. She asked that the file be entered into the record.

Planner Grubbs provided a PowerPoint presentation of P24-041, Dalton Learning Academy, Special Exception Use.

Board Member Pettibon expressed support for the item.

Acting Chair Norton asked if the Applicant owned the nearby church, to which Planner Grubbs responded in the negative. He also questioned who would be monitoring the queuing aspect, to which Planner Grubbs stated that they had been vetting the queuing process with Public Works and the City's Traffic Consultant and were contemplating a condition of approval that the City may monitor and follow up in six months.

Gail Dawkins and Ruberson Frederic, the Applicants for the project, were provided the Oath of Testimony by the Deputy City Clerk. Ms. Dawkins explained that they had not taken into consideration the impact fees for the project and asked the Board Members for assistance, to which Board Member Pettibon informed Ms. Dawkins that the Board did not have discretion and would need to request assistance from the City Council.

Director Savage-Dunham indicated that the Applicant could place a request to the City Manager's Office and noted there were strict criteria for the waiver.

Acting Chair Norton opened the Public Hearing. There being no one signed up to speak, Acting Chair Norton closed the Public Hearing.

There being no discussion, Board Member Spatara moved to recommend approval of P24-041, Dalton Learning Academy, Special Exception Use to City Council with Staff's conditions. Board Member Doughney seconded the motion, which passed unanimously by voice vote.

9. New Business

There was nothing scheduled under this portion of the Agenda.

10. Old Business

There was nothing scheduled under this portion of the Agenda.

11. Public to be Heard

No one signed up to speak during this portion of the Agenda.

12. Adjourn

There being no further business, the meeting was adjourned at 7:37 PM.

_____
Jim Norton, Acting Chair

_____
Daisy Ruiz, Deputy City Clerk

P23-159 Gatlin Plaza-PUD - Amendment No. 4

TYPE	STATUS	BUILDING TYPE
PA	AWAITING CUSTOMER RESPONSE	

ASSIGNED TO

John Kwasnicki; Public Works Engineering; Bret Kaiser; Francis Forman; Anthony Campagna

ADDRESS

SECTION	BLOCK	LOT
	GatlinPlaza	Tract "A"

LEGAL DESCRIPTION

GATLIN PLAZA CONDOMINIUM - A CONDOMINIUM COMPRISING A REPLAT OF TRACT A OF GATLIN PLAZA (PB 54-18) MPD AND SHOWN IN DECLARATION OF CONDOMINIUM OR 3409-2468 (91.067 AC - 3,966,922 SF)

SITE LOCATION

Se cnr of i-95 and gatlin blvd.

PARCEL #

4315-503-0010-000-6	4315-503-0009-000-6	4315-503-0008-000-9	4315-503-0007-000-2
4315-503-0006-000-5	4315-503-0005-000-8	4315-503-0004-000-1	4315-503-0003-000-4
4315-503-0002-000-7	4315-503-0001-000-0	4315-503-0000-000-3	4314-501-0007-000-3

CURRENT LANDUSE	PROPOSED LANDUSE	CURRENT ZONING	PROPOSED ZONING

ACREAGE	NON-RESIDENTIAL SQ. FOOTAGE	NO. OF RESIDENTIAL UNITS
90		

NO. OF LOTS OR TRACTS	NO. OF SHEETS IN PLAT
0	0

UTILITY PROVIDER

CITY OF PORT ST. LUCIE

DESCRIBE REQUEST

proposed amendment to the existing Gatlin Plaza PUD (reduce gross area)

Primary Contact Email

dmurphy@ct-eng.com

AGENT/APPLICANT

FIRST NAME	LAST NAME
Dennis	Murphy

Business Name

Murphy

ADDRESS

2980 South 25th Street

CITY	STATE	ZIP
Ft. Pierce	FL	34981

EMAIL	PHONE
dmurphy@ct-eng.com	7722165056

AUTHORIZED SIGNATORY OF CORPORATION

FIRST NAME		LAST NAME	
ADDRESS			
CITY	**STATE**		**ZIP**
EMAIL		**PHONE**	

PROJECT ARCHITECT/ENGINEER

FIRST NAME		LAST NAME	
Business Name			
ADDRESS			
CITY	**STATE**		**ZIP**
EMAIL		**PHONE**	

PROPERTY OWNER

Business Name			
Gatlin Plaza Condominium Association Inc			
ADDRESS			
300 Robbins LN			
CITY	**STATE**		**ZIP**
Syosset, NY 11791	NY		11971
EMAIL		**PHONE**	
dmurphy@ct-eng.com		(772) 464-3537	

FINAL PERMIT INSPECTION REQUIRED BY:

Owner/Applicant Signature Authorization

Project Name: Gatlin Plaza – Phase 2

Application and/or Permit # (if available): P23-159 PUD & Construction Plans

I hereby designate and authorize the agent listed below to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish on request supplemental information in support of this application. In addition, I authorize the below-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization.

I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C Section 1001.

Printed Name of Authorized Agent: Stefan K. Matthes, PE

Signature of Authorized Agent: Stefan K Matthes Digitally signed by Stefan K Matthes DN: CN=Stefan K Matthes, dnQualifier=A01410C00000183F713FB860000BB6F, O=CULPEPPER AND TERPENING INC., C=US Date: 2025.05.22 15:37:52-04'00'

Date: May 22, 2025

Typed/Printed Name of Owner/Applicant: Jon Cohen

Corporate Title if Applicable: Managing Member, BDG Port St. Lucie, LLC

Signature of Owner/Applicant: _____

Date: 5/22/25

Return to:
Mandel, Weisman, Heimberg
2101 Corporate Blvd #300
Boca Raton, FL
33431

THIS INSTRUMENT PREPARED BY
AND ~~RETURNED TO~~:
PETER L. BRETON, ESQUIRE
POST OFFICE BOX 3888
WEST PALM BEACH, FL 33402

Property Control Number:
4315-113-0001-000-3

WARRANTY DEED

THIS INDENTURE, made as of this 14th day of JANUARY, 2005, between **ULLRICH D. SCHULZE,** whose post office address is c/o John F. Flanigan, Esq., 625 North Flagler Drive, 9th Floor, West Palm Beach, Florida 33401 ("Grantor") and **BDG OF HAUPPAUGE, LLC, a New York limited liability company,** having an address at 300 Robbins Lane, Syosset, New York 11791 ("Grantee").

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH (a) all tenements, hereditaments, air rights, strips, gores, privileges, appurtenances, rights, easements and rights of way, if any, benefitting the Property, and (b) all rights of Grantor, if any, in and to any streets, roads, sidewalks, alleys and land lying in the bed of existing or proposed streets adjacent to the Property.

SUBJECT, HOWEVER, TO the matters set forth on Exhibit "B" attached hereto and made part hereof (the mention of which is not intended to reimpose the same).

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2543251 01/24/2005 at 11:02 AM
OR BOOK 2143 PAGE 2967 - 2971 Doc Type: DEED
RECORDING: $44.00
D DOC STAMP COLLECTION: $39610.20

THE PROPERTY IS VACANT COMMERCIAL LAND AND IS NOT THE HOMESTEAD OF THE GRANTOR HEREIN.

and Grantor does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

(1) Claudia Walliser
Print Name: CLAUDIA WALLISER

(2) Elke Paulsen
Print Name: Elke Paulsen

(TWO WITNESSES REQUIRED)

ULLRICH D. SCHULZE

FEDERAL REPUBLIC OF GERMANY

_____

The foregoing instrument was acknowledged before me, Hans-Werner Dr Umbreit [name of official], a Notary Public [title of official], this 7th day of January, 2005, by **ULLRICH D. SCHULZE**, who:

_____ is ~~personally known to me~~, **OR**

_____ has produced his identification card as identification.

Umbreit, Notar
Signature of Official
Title of Official: Notary Public

(STAMP OR SEAL OF OFFICIAL)

DR. HANS-WERNER UMBREIT NOTAR IN WESTERLAND

2

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

EXHIBIT "A"

The Southern portion of an original 90.417 acre parcel of land situated in the East ½ of Section 15, Township 37 South, Rage 39 East, and in a portion of the West ½ of Section 14, Township 37 South, Range 39 east, being a part of Tract D, Port St. Lucie Section 31, according to the plat thereof, as recorded in Plat Book 14, Page 22, of the Public Records of St. Lucie County, Florida, lying Easterly of Interstate 95 and Southerly of Gatlin Boulevard, and being situated in Section 14 and 15, Township 37 South, Range 39 East, and being geometrically described as follows:

Commencing at a point (POC) being a nail and disc in pavement at the Northeast corner of Section 15, Township 17 South, Range 39 East, St. Lucie County, Florida, run thence from said POC South 00°04'16" East along the East line of said Section 15, a distance of 94.96 feet to the South right-of-way line of Gatlin Boulevard; thence, continue South 00° 04'16" East along the East line of Section 15, a distance of 1,026.41 feet to the Point of Beginning (POB); thence, leaving the East line of said Section 15, run North 88°12'28" East a distance of 379.11 feet to a point on the Westerly right-of-way line of Edgrace Street; thence run South 00°02'43" East along the Westerly right-of-way line of said Edgrace Street, a distance of 60.03 feet; thence leave the Westerly right-of-way line of said Edgrace Street run South 88°12'28" West a distance of 379.08 feet to a point on the East line of Section 15; thence, run South 00°04'16" East along the East line of said Section 15 a distance of 1,431.58 feet to the East ¼ corner of said Section 15; thence, run South 00°09'21" East along the East line of said Section 15 a distance of 2,288.94 feet to a point on the Easterly limited access right-of-way line of Interstate 95, said point being North 00°09'21" West a distance of 368.51 feet from the Southeast corner of said Section 15; thence, run North 22°34'24" West a distance of 1,495.48 feet to a point of curvature of a curve concave to the Northeast having a radius of 24,381.33 feet; thence, run Northwesterly along said curve through a central angle of 03°23'16", an arc distance of 1,441.66 feet to a point; thence, run North 14°52'06" West a distance of 518.49 feet; thence, run North 08°28'08" West a distance of 404.79 feet; thence, run North 04°19'48" East a distance of 34.26 feet; the last described five courses being along the Easterly limited access right-of-way line of Interstate 95; thence North 89°55'48" East a distance of 1,189.94 feet; thence, run North 00°04'16" West a distance of 113.21 feet; thence, run North 88°12'28" East a distance of 80.04 to the Point of Beginning.

3

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All assessments and taxes for 2005 and all subsequent years.

2. Easement in favor of Florida Power & Light Company dated August 19, 1957, recorded Deed Book 233, Page 699, Public Records of St. Lucie County, Florida.

3. Conditions, easements and reservations as set forth in the Warranty Deed recorded June 11, 1965, in Official Records Book 120, Page 202, Public Records of St. Lucie County, Florida.

4. Reservation of Easement and Restrictions set forth in the Warranty Deed recorded October 14, 1985 in Official Records Book 479, Page 998 Public Records of St. Lucie County, Florida.

5. Development of Regional Impact Scheduling Agreement dated February 10, 1978, and amended August 26, 1985, between General Development Corporation and the Florida Division of State Planning (as Master Plan has been filed pursuant to said Agreement), all as set forth in the Special Warranty Deed recorded in Official Records Book 568, Page 237; also as set forth in the Warranty Deed recorded in Official Records Book 568, Page 245 all of the Public Records of St. Lucie County, Florida.

6. Easements as set forth on the Plat of PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, as recorded in Plat Book 14, Page 22A Public Records of St. Lucie County, Florida.

7. The land being insured abuts Interstate 95 (I-95) on its Westerly boundary and said I-95 is a limited access highway and no rights of ingress or egress exist onto said I-95.

8. Covenants as set forth in the Owner's Affidavit and Covenant recorded in Official Records Book 1659, Page 2258, Public Records of St. Lucie County, Florida.

9. Conditions and restrictions as set forth in the Affidavit of Waiver recorded in Official Records Book 1659, Page 2264, Public Records of St. Lucie County, Florida.

Nr. 13 der Urkundenrolle für 2005

Ich beglaubige die heute vor mir auf der zweiten Seite vollzogene Unterschrift des Herrn Ullrich Dieter Gert Schulze, geb. am 4.11.1943, in 65191 Wiesbaden Haideweg 25 wohnhaft, ausgewiesen durch Personalausweis Nr. 2256264889D.

Die Frage nach einer Vorbefassung im Sinne des § 3 I 1 Nr. 7 BeurkG war verneint worden.

Westerland, den 7. Januar 2005

Notar

Kostenrechnung:

Wert: 50.000,00 Euro	
Gebühr nach §§ 32, 45 KostO	33,00 Euro
Umsatzsteuer 16 %	5,28 Euro
	38,28 Euro

DR. HANS-WERNER UMBREIT NOTAR IN WESTERLAND

Notar

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2309060 OR BOOK 1847 PAGE 2053
Recorded:11/20/03 11:28

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

* Doc Assump: $ 0.00
* Doc Tax : $ 45,500.00
* Int Tax : $ 0.00

Property Appraisers Parcel
Identification Numbers: 4315-111-0002-000/4

SPECIAL WARRANTY DEED

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 14th day of November, 2003, between **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated January 31, 2003, of the County of Orange, State of Florida, and known as the **CARTER-ST. LUCIE RIVER LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, as "Grantor", and as party of the first part, and **BDG of HAUPPAUGE, LLC**, a New York limited liability company, whose post office address is: 6800 Jericho Turnpike, Syosset, New York 11791-4498, as "Grantee", and as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

See attached **Exhibit "A"**

which is hereafter referred to as "the Property")

together with all easements and other rights appurtenant thereto.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

The Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the parties of the first part, but against no others. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

E:\CarterLandTrust\Carter-St. Lucie\st BDG\ClosingDocs\SpWarDeed.wpd Page 1 of 2

OR BOOK 1847 PAGE 2054

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print name David R. Woods

Pamela Lee Wray

Print name Pamela Lee Wray

GRANTOR:

Daryl M. Carter, as Trustee of the Carter-St. Lucie Land Trust

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of November, 2003, by Daryl M. Carter, as Trustee, who is personally known to me and who did take an oath.

Pamela Lee Wray

Print name Pamela Lee Wray
Notary Public, State of Florida
My commission expires: 07/22/06

PAMELA LEE WRAY
Notary Public - State of Florida
My Commission Expires Jul 22, 2006
Commission # DD127684
Bonded By National Notary Assn.

E:\CarterLandTrust\Carter-St. Lucie\st BDG\ClosingDocs\SpWarDeed.wpd Page 2 of 2

Underline is for addition to base document PUD Amendment #3 (P15-093)
Strike trough is for deletion to base document PUD Amendment #3 (P15-093)

OR BOOK 1847 PAGE 2055

EXHIBIT "A"

The Northern portion of an original 90.417 acre parcel of land situate in the East Half of Section 15, Township 37 South, Range 39 East, lying Easterly of Interstate 95 and Southerly of Gatlin Boulevard, and an adjoining .172 acre portion of land in Section 14, Township 37 South, Range 39 East, and being geometrically described as follows:

Commencing at a point (P.O.C.) being a nail and disc in pavement at the Northeast corner of Section 15, Township 37 South, Range 39 East, St. Lucie County, Florida, run thence from said P.O.C. South 00 degrees 04 minutes 16 seconds East along the East line of said Section 15, a distance of 94.96 feet to the South right of way line of Gatlin Boulevard and the POINT OF BEGINNING (P.O.B); thence run Northeasterly with said right of way along a non-tangent curve to the right through a central angle of 0 degrees 04 minutes 29 seconds; an arc distance of 30.00 feet, a chord bearing and distance of North 88 degrees 47 minutes 18 seconds East, 30.00 feet to a point; thence leaving said right of way line of Gatlin Boulevard, and run South 00 degrees 04 minutes 16 seconds East, a distance of 250.60 feet to a point; thence run South 89 degrees 55 minutes 44 seconds West, a distance of 30.00 feet to a point on the East line of Section 15; thence run South 00 degrees 04 minutes 16 seconds East along said East line of Section 15, a distance of 776.41 feet to a point; thence leaving said Section line run South 88 degrees 12 minutes 28 seconds West a distance of 80.04 feet; thence run South 0 degrees 04 minutes 16 seconds East, a distance of 113.21 feet; thence run South 89 degrees 55 minutes 48 seconds West, a distance of 1189.94 feet to a point on the Easterly limited access right of way line of Interstate 95; thence run North 04 degrees 19 minutes 18 seconds East a distance of 370.53 feet to a point; thence run North 10 degrees 43 minutes 46 seconds East, a distance of 220.25 feet; thence run North 13 degrees 28 minutes 39 seconds East, a distance of 248.03 feet; thence run North 32 degrees 02 minutes 11 seconds East, a distance of 213.88 feet; thence run North 69 degrees 09 minutes 13 seconds East, a distance of 213.88 feet; thence run North 84 degrees 54 minutes 10 seconds East, a distance of 628.35 feet to a point; the last described six (6) courses being along the Easterly limited access right of way line of Interstate 95; thence run Easterly along a curve concave to the North having radius of 23,018.31 feet, said curve being the South right of way line of Gatlin Boulevard, an arc distance of 202.55 feet, a chord bearing of North 89 degrees 04 minutes 40 seconds East and a chord distance of 202.55 feet to the POINT OF BEGINNING.

City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

Gatlin Plaza PUD 4th Amendment
P23-159
Planning and Zoning Board Meeting
June 3rd, 2025

Request Summary

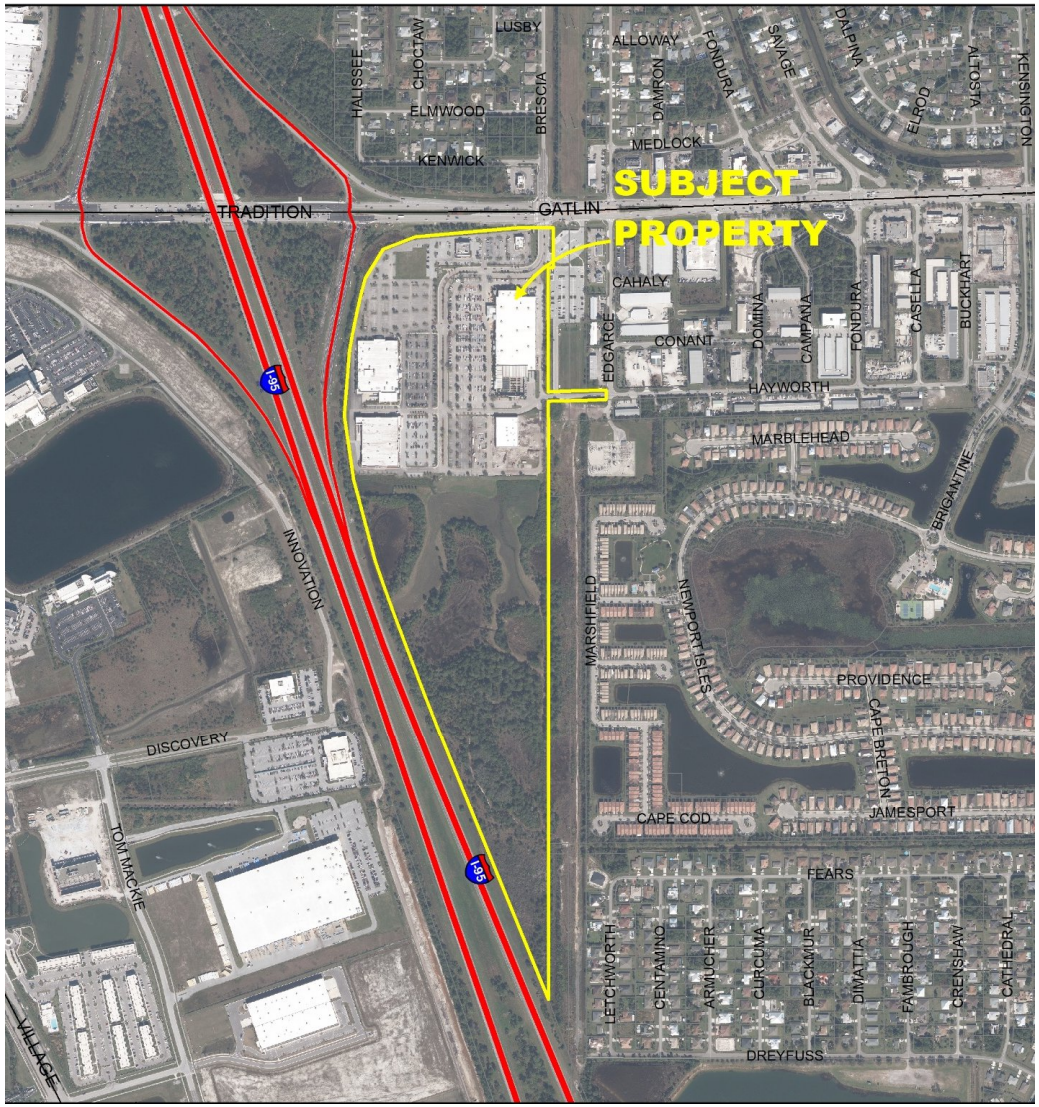
Applicant's Request:	An application for the 4th amendment to the Gatlin Plaza Planned Unit Development (PUD) to revise the PUD document to add additional building square footage and create conservation, stormwater, and future development tracts.
Agent(s):	Culpepper & Terpening, Inc.
Applicant:	BDG Port St. Lucie, LLC
Location:	The Gatlin Plaza PUD is generally located south of SW Gatlin Boulevard and east of I-95.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Proposed Amendment

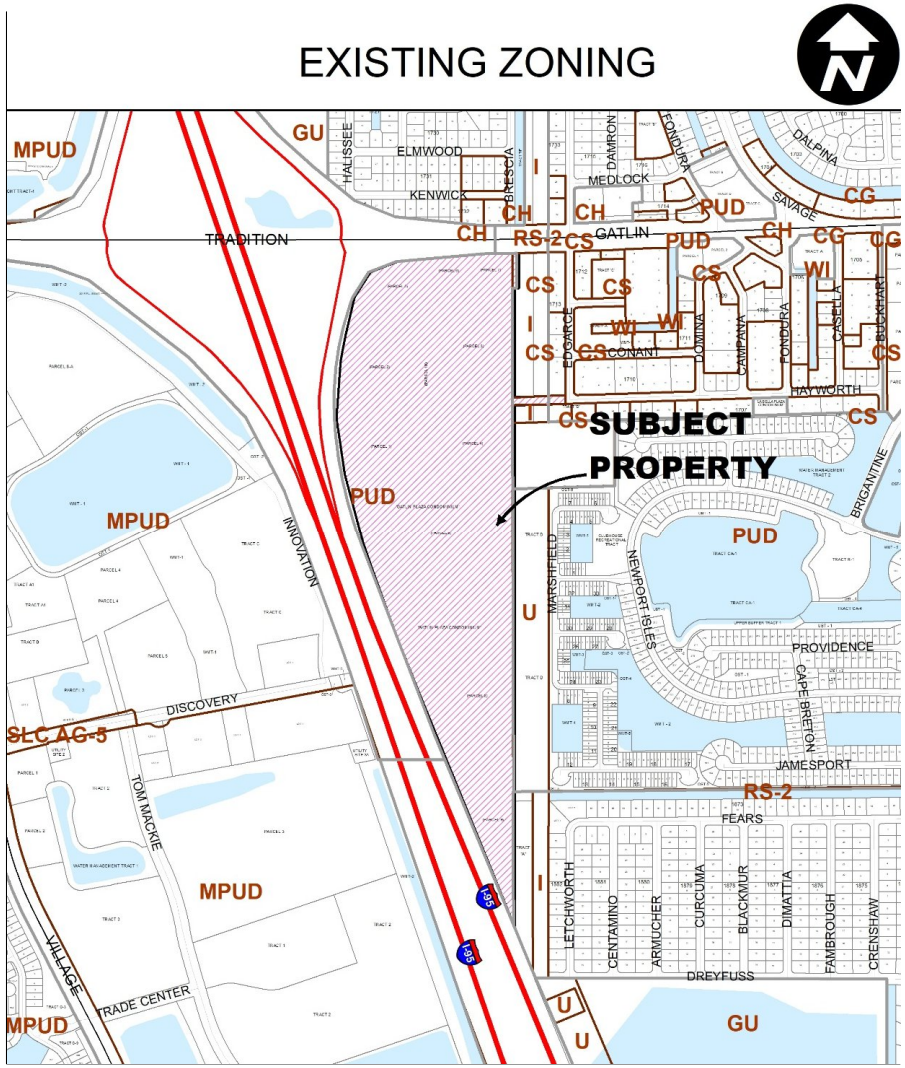
- The proposed amendment is to revise the document for the Gatlin Plaza Planned Unit Development to amend the overall development map to add approximately 353,000 square feet of building area and to divide the existing Tract B into 6 tracts for future development as well as stormwater and conservation use.
- The proposed changes along with the additional square footage will allow for up to a total of 750,000 square feet of building area, including up to 120 hotel rooms.

Aerial


SUBJECT PROPERTY
TRADITION
GATLIN
I-95
LUSBY
ALLOWAY
HALISSEE
CHOCTAW
ELMWOOD
KENWICK
BRESCIA
DAMRON
FONDURA
SAVAGE
DALPINA
ELROD
ALTOSTA
KENSINGTON
MEDLOCK
CAHALY
CONANT
EDGARCE
DOMINA
CAMPANA
FONDURA
CASELLA
BUCKHART
HAYWORTH
MARBLEHEAD
BRIGANTINE
INNOVATION
MARSHFIELD
NEWPORT ISLES
PROVIDENCE
CAPE BRETON
DISCOVERY
CAPE COD
JAMESPORT
TOM MACKIE
FEARS
LETCHWORTH
CENTAMINO
ARMUCHER
CURCUMA
BLACKMUR
DIMATTIA
FAMBROUGH
CRENSHAW
CATHEDRAL
DREYFUSS
VILLAGE

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CH & OSR	CH & RS-2	Commercial Retail & Open Space
South	HWY	HWY	Florida Interstate 95
East	U	U & I	Public Works Park and Ride & Utility Easement
West	HWY	HWY	Florida Interstate 95



Project Background

- The Gatlin Plaza PUD was first approved in 2005 (P04-431) at which time the parcels were created rezoned under the master PUD from St. Lucie County's Agricultural (AG-1) to PUD.

- The master PUD includes a mixture of commercial and service commercial uses. The previous amendments to the master PUD further improved the development area with allowances for commercial and light industrial uses, as well as including additional land area to further development potential.

Land Use & Zoning Code Consistency

The PUD amendment is consistent with Policy 1.1.4.10 and 1.1.4.13 of the Future Land Use Element, which establishes the zoning districts compatible with the City's Future Land Use classifications, along with the commercial and light industrial intensity of allowable uses.

The proposed amendment seeks to adjust language to adjust the map allowing for additional developable square footage and to divide the existing Tract B in future development, stormwater and conservation tracts.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Transportation Consistency

A traffic impact analysis was provided for the PUD amendment and reviewed by the Public Works Department and the City's traffic consultant.

New traffic conditions have been added to the PUD and outlined in the attached Public Works Traffic Memo.

Planning & Zoning Board Recommendation

At the June 3, 2025, Planning & Zoning Board meeting the board recommended approval subject to city staff and the applicant continue discussions and finalize the condition language addressing traffic monitoring.

The Public Works Department has proposed a new condition.

New Traffic Condition

1. Six (6) months after Certificates of Occupancy, or equivalent use authorizations, have been issued for a cumulative total of 580,000 square feet of commercial uses in the Gatlin Plaza PUD, the owner of the property, labeled as Tract B in the PUD, shall provide a traffic monitoring review of the driveway accesses for the Gatlin Plaza PUD. This monitoring report shall at a minimum assess the level of service and operational conditions of the intersections of Brescia Street & Gatlin Boulevard and Fondura Street & Gatlin Boulevard. Should any operational deficiency be observed or shown in the report or a level of service deficiency be shown, that is attributable to the impacts generated by the development within Tract B of the Gatlin Plaza PUD, the owner of Tract B shall develop and present to the City an acceptable mitigation to off-set any operational or level of service deficiency. Should any Level of Service or Operational deficiency be observed through this review, no building permits authorizing more than 580,000 square feet of development activity within the PUD shall be allowed until the appropriate mitigation to off-set any deficiency is under construction.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Recommendation

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval with the new condition recommended by PW be added under Exhibit 6, Section 4. D. of the Gatlin Plaza PUD prior to the second reading of the ordinance.

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-387

Agenda Date: 6/23/2025 **Agenda Item No.:** 11.a

Placement: Resolutions / Quasi-Judicial Hearing

Action Requested: Motion / Vote

Resolution 25-R12, Quasi-Judicial, Public Hearing, a Resolution, Amending and Restating the Development Order for the Tradition Development of Regional Impact and Constituting this Resolution as a Development Order by the City of Port St. Lucie in Compliance with Law (P22-093).

Submitted By: Bridget Kean, AICP, Deputy Director, Planning and Zoning

Strategic Plan Link: The City's Goal of planning for a thriving future.

Executive Summary (General Business): The applicant has requested the project be tabled to a date uncertain.

Presentation Information: N/A

Staff Recommendation: Move that the Council table the project to a date uncertain.

Alternate Recommendations:
N/A

Background: N/A.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A.

Business Impact Statement: N/A

Attachments:
1. Applicant’s Request to table to a date uncertain

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25058-02

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

From: Karl Albertson
To: Bridget Kean
Cc: Steve Garrett; Mary Savage-Dunham
Subject: P22-093 Tradition DRI
Date: Tuesday, June 10, 2025 1:24:40 PM

Bridget,

Please table the Tradition DRI amendment currently scheduled for 6/23 to a date uncertain.

Karl

K. Karl Albertson, Jr.
V.P. of Land Acquisition and Entitlement| Southeast Florida Division
O: (561) 413-6096
M: (754) 264-1535
karl.albertson@mattamycorp.com

Mattamy Homes USA
Division Office: 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426
Connect with us:

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-552

Agenda Date: 6/23/2025 **Agenda Item No.:** 11.b

Placement: Resolutions / Quasi-Judicial Hearing

Action Requested: Motion / Vote

Resolution 25-R30, Quasi-Judicial, Public Hearing, a Resolution Granting a Special Exception Use to Allow a K-8 Private School in the Commercial General (CG) Zoning District Per Section 158.124(C)(8) of the Code of Ordinances for a Project Known as Dalton Learning Academy (P25-041); Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Submitted By: Bethany Grubbs, Senior Planner

Strategic Plan Link: The City's Vision to support opportunities for all people to thrive.

Executive Summary (General Business): This is a request for a special exception use to allow a K-8 private school in the Commercial General (CG) zoning district per Section 158.124(C)(8) of the Zoning Code. The 4.5-acre site is located approximately 0.3 miles south of SE Lyngate Drive on the west side of South US Highway 1.

Presentation Information: N/A

Staff Recommendation: Staff is requesting to table this application until a date uncertain.

Background: At the June 9, 2025 City Council meeting, staff requested that City Council table the application to a date certain of June 23, 2025.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: Located approximately 0.3 miles south of SE Lyngate Drive on the west side of S US Highway 1.

Business Impact Statement: N/A

Attachments:

1. Memo to Table

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25141-14

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

MEMORANDUM

TO: Mayor and City Council Members

THRU: Mary Savage-Dunham, AICP, CFM, Director of Planning and Zoning

FROM: Bethany Grubbs, AICP, Senior Planner

SUBJECT: Dalton Learning Academy (P25-041)
Special Exception Use
Request to Table

DATE: June 11, 2025

- The public hearing was advertised for the June 9th City Council meeting.
- Staff requested to table this application to a date certain of June 23, 2025.
- Staff is requesting to table this application to a date uncertain.

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-232

Agenda Date: 6/23/2025 **Agenda Item No.:** 11.c

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 25-R35, a Resolution of the City Council of the City of Port St. Lucie Approving an Economic Development Impact Fee Mitigation Agreement for Four Port St. Lucie, LLC, a Delaware Limited Liability Company, and Authorizing the City Manager or His Designee to Execute an Impact Fee Mitigation Agreement by and Among the City of Port St. Lucie and Four Port St. Lucie, LLC; Providing for Severability; and Providing an Effective Date.

Submitted By: Elijah Wooten, Economic Development Administrator

Strategic Plan Link: The City's Goal of a diverse local economy and employment opportunities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Carly Fabien, Deputy City Attorney
2. Parties: City of Port St. Lucie and Four Port St. Lucie, LLC
3. Purpose: The City approved an Impact Fee Mitigation Agreement to attract Four Port St. Lucie, LLC's advanced manufacturing facility to Port St. Lucie.
4. New/Renewal/Modified: New agreement
5. Duration: The attached agreement is for a term of ten (10) years after the issuance of a Certificate of Occupancy.
6. Benefits to Port St. Lucie: The attraction of Four Port St. Lucie, LLC's 250,000 square foot advanced manufacturing facility will create two hundred twenty-five (225) new high wage jobs and secures a $46 million capital investment in new construction, machinery and equipment on a 15.83 acre parcel located in the Tradition Center for Commerce.
7. Cost to Port St. Lucie (Annual and Potential): The company is entitled to an Impact Fee Waiver up to $787,500 in Port St. Lucie Mobility, Parks, Public Building, and Law Enforcement Impact Fees for the project. The total impact and mobility fees are $204,360.54. The impact fees will be paid from the Tradition Economic Development Fund and from the sales proceeds from lands owned by the Governmental Finance Corporation.

Presentation Information: Staff will provide a brief five-minute presentation

Staff Recommendation: Move that the Council approve the Economic Development Impact Fee Mitigation Agreement between the City of Port St. Lucie and Four Port St. Lucie, LLC.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Economic Development Impact Fee Mitigation Agreement between the City of Port St. Lucie and Four Port St. Lucie, LLC.
2. Move that the Council not approve the Economic Development Impact Fee Mitigation Agreement and provide staff direction.

Background: In 2024, the City Council approved an Economic Development Incentive Packet to attract the expansion of Four Port St. Lucie, LLC's advanced manufacturing facility to a 15.83 acre parcel located in the Tradition Center for Commerce. The company will invest $46 million in new construction, machinery and equipment. The company will create 225 new full-time jobs paying an average salary of $51,646 plus benefits per employee.

Issues/Analysis: The company is purchasing a 15.83 acre parcel and constructing a 250,000 square foot advanced manufacturing facility located in the Tradition Center for Commerce.

Financial Information: The company is eligible to receive up to $3,500 per job in mobility and impact fee mitigation based on the creation of two hundred twenty-five new jobs paying an average wage of $51,646 plus benefits. The total amount of mobility and impact fees that will be mitigated is up to $787,500. The total mobility and impact fee for the 250,000 square foot advanced manufacturing facility is $204,360.54. The mobility and impact fees will be paid from the Tradition Economic Development Fund or sales proceeds from lands sold by the Governmental Finance Corporation.

Special Consideration: The executive summary of the direct, indirect and induced economic benefits from Four Port St. Lucie, LLC's expansion is attached as back-up to the agenda memo.

Location of Project: Tradition Center for Commerce

Attachments:
1. Resolution
2. Impact Fee Mitigation Agreement with Exhibits
3. Executive Summary
4. Mobility and Impact Fee Application
5. Impact Fee Mitigation Agreement Presentation
6. Impact and Mobility Fee Calculation

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25042-02

Legal Sufficiency Review:
Reviewed by Carly Fabien, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION 25-R__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESGINEE TO EXECUTE AN IMPACT FEE MITIGATION AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND FOUR PORT ST. LUCIE, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is policy of the City of Port St. Lucie (the "City") to stimulate economic growth in the City by attracting new businesses to the City and by encouraging the expansion of existing businesses within the City, or a combination thereof; and

WHEREAS, the creation of new employment opportunities for citizens of the City and the increased tax revenues resulting from such business expansion or relocation within the City is beneficial to the local economy and enhances the health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Chapter 159, Article V of the City's Code of Ordinances (the "City Code"), the City has established an Economic Development Impact Fee Mitigation Program for certain qualified target businesses to mitigate any real or perceived disadvantage occurring from the imposition of impact fees and to create permanent employment expansion opportunities for City citizens; and

WHEREAS, Four Port St. Lucie, LLC (the "Company") will, directly or through an affiliate, operate an advanced manufacturing facility in the City, one of the City's targeted industries, and will be an economic driver in the manufacturing industry and will create two hundred twenty-five (225) new jobs paying an average wage of $24.83 per hour plus benefits. The Company plans to create fifteen (15) jobs in year one; eighty-five (85) additional jobs in year two; fifty (50) additional jobs in year 3; fifty (50) additional jobs in year 4; and twenty-five (25) additional jobs in year 5, for a total of two hundred twenty-five (225) new jobs; and

WHEREAS, the Company will build an approximately 250,000 square foot advanced manufacturing facility on a 15.83 acre parcel of land owned by the Company in the Tradition Park of Commerce within the City (the "Project"); and

WHEREAS, the Company has committed to locating the Project in the City; and

WHEREAS, as a result of the above-referenced Project, the Company plans to create two hundred twenty-five (225) new jobs in the City meeting the threshold requirements set forth in section 159.504 (A) (1), (4) of the City's Code and remain in the City for a period of at least (10) years while maintaining the job creation and salary commitments outlined in section 159.504 (A) (1), (4) of the City's Code; and

WHEREAS, the Company would be required to pay City impact fees in conjunction with the issuance of the building permits for the Project; and

WHEREAS, the Company has been determined to be eligible to receive an Economic Development Impact Fee Waiver pursuant to section 159.504 (A) (1), (4) of the City's Code by the City Manager and receive the waiver set forth in section 159.506 (A) (1) of the City's Code; and

WHEREAS, the City finds and declares that it is in the public interest to award Economic Development Impact Fee Waiver to the Company based on their agreement to create two hundred twenty-five (225) new jobs in the City; and

WHEREAS, the City desires to enter into an Impact Fee Mitigation Agreement with the Company as formalized in the Impact Fee Mitigation Agreement set forth in **Exhibit "A";** and

WHEREAS, the Company acknowledges that the impact fee waiver is contingent upon the Company meeting the performance requirements as outlined in the attached Impact Fee Mitigation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THAT:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. The City Council approves impact fee mitigation for the Company and authorizes the City Manager or his designee to enter into, execute, and deliver the Impact Fee Mitigation Agreement, in substantially the same form that is attached hereto and incorporated herein as **Exhibit "A",** and such other documents necessary to implement the terms and conditions of said Agreement.

Section 3. The City Manager or his designee is hereby authorized to take all actions necessary to implement the terms and conditions of the Impact Fee Mitigation Agreement, in substantially the same form that is attached hereto and incorporated herein as **Exhibit "A",** and such other documents necessary to implement the terms and conditions of said Agreement.

Section 4. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 5. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2023.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

Prepared By:
City of Port St. Lucie
City Attorney's Office
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

IMPACT FEE MITIGATION AGREEMENT BETWEEN CITY OF PORT ST. LUCIE AND FOUR PORT ST. LUCIE, LLC.

THIS IMPACT FEE MITIGATION AGREEMENT ("Agreement") is executed as of the ___ day of _____ 2025, by and among the City of Port St. Lucie, a Florida municipal corporation (the "City") and Four Port St. Lucie, LLC, a Delaware limited liability company (the "Company").

W I T N E S S E T H:

WHEREAS, it is the policy of the City to stimulate economic growth in Port St. Lucie by attracting new businesses to Port St. Lucie or by encouraging the expansion of existing businesses within Port St. Lucie, or a combination thereof; and

WHEREAS, the creation of new employment opportunities for citizens of Port St. Lucie and the increased tax revenues resulting from such business expansion or relocation within Port St. Lucie is beneficial to the local economy and enhances the health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Chapter 159, Article V of the City of Port St. Lucie Code of Ordinances ("City's Code of Ordinances"), a copy of which is attached hereto and incorporated into this Agreement as **Exhibit "A,"** the City has established an Economic Development Impact Fee Mitigation Program for certain qualified targeted businesses in order to mitigate any real or perceived disadvantage occurring from the imposition of impact fees and to create permanent employment expansion opportunities for city citizens; and

WHEREAS, the Company will build an approximately 250,000 square foot advanced manufacturing facility on a 15.83 acre parcel of land owned by the Company in the Tradition Park of Commerce in Port St. Lucie (the "Project") legally described on **Exhibit "B"**; and

WHEREAS, the Company has committed to locating the Project in Port St. Lucie; and

WHEREAS, the Company will be required to pay City impact fees in conjunction with the issuance of the building permits for the Project; and

WHEREAS, as a result of the above-referenced Project, the Company will create new jobs in Port St. Lucie meeting the threshold requirements set forth in section 159.504(A)(l),(4) of the City's Code of Ordinances, and remain in Port St. Lucie for a period of at least ten (10) years while maintaining certain job creation and salary commitments if the City provides to the Company an Economic Development Impact Fee Waiver; and

WHEREAS, the City and the Company desire to enter into this Agreement whereby the Company agrees to create two hundred twenty-five (225) new jobs in Port St. Lucie meeting the threshold requirements set forth in section 159.504(A)(1),(4) of the City's Code of Ordinances and remain and operate the Project in Port St. Lucie for a period of at least ten (10) years while maintaining certain job creation and salary commitments in exchange for an Economic Development Impact Fee Waiver. The Company anticipates that it will create a total of two hundred twenty-five (225) new jobs over a period of five (5) years;

WHEREAS, the cumulative employment schedule for new jobs is as follows:

Year 1 – 15 total new jobs; and
Year 2 – 85 total new jobs (in addition to new jobs generated in Year 1); and
Year 3 – 50 total new jobs (in addition to new jobs generated in Years 1-2); and
Year 4 – 50 total new jobs (in addition to new jobs generated in Years 1-3); and
Year 5 – 25 total new jobs (in addition to new jobs generated in Years 1-4).

WHEREAS, the Company has been deemed eligible by the City Manager to receive an Economic Development Impact Fee Waiver pursuant to section 159.504(A)(l),(4) of the City's Code of Ordinances, and eligible to receive the waiver set forth in section 159.506(A)(l) of the City's Code of Ordinances; and

WHEREAS, the Company acknowledges that this Agreement shall be contingent upon the Company meeting the performance requirements as outlined in this Agreement; and

WHEREAS, the City finds and declares that it is in the public interest to award an Economic Development Impact Fee waiver in conjunction with the Company's agreement to create new jobs in Port St. Lucie, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Company hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct hereby incorporated as forming the intent and purpose of this Agreement.

2. **Impact Fee Waiver.** Pursuant to the City of Port St. Lucie's Economic Development Impact Fee Mitigation Program and Florida Statutes, the Company is entitled to a waiver of up to $787,500 in City mobility, parks, public buildings and law enforcement impact fees for the Project ("Impact Fees"), based upon the Company's commitment to create two hundred twenty-five (225) new jobs meeting the threshold requirements set forth in section 159.504(A)(l),(4) of the City's Code of Ordinances (225 new jobs multiplied by $3,500.00 for each new job totals $787,500). The impact fee waiver is limited to $787,500, and the Company will be required to pay any City impact fees exceeding the $787,500 City impact fee waiver. The impact fee waiver is limited to the Site Plan known as P24-191, as currently approved. If the initial impact fees paid are less than the approved amount, the remaining balance will not be applied toward future impact fees. The Company will be required to apply for an impact fee mitigation for any amendments expanding the Site Plan that require additional impact fee payments. All references herein to "Company" shall include any entity leasing the Project from Four Port St Lucie, LLC, so long as the entity is a qualified targeted industry business ("Qualified"), as determined by the City, at the City's reasonable discretion, and the performance standards set forth herein shall be deemed met by the Company if performed by any Qualified tenant at the Project, in the same manner as if performed directly by the Company.

3. **Term.** This Agreement shall take effect upon execution by all parties and shall continue for a period of ten (10) years from the Opening Date (hereinafter defined) for the Project, subject to the Company's compliance with the provisions of 159.504(A)(l),(4) of the City's Code of Ordinances and this Agreement.

4. **Performance Standards.** The Company shall provide the City with the following information on an annual basis by February 15th following the second full calendar year after the Opening Date ("Year 1") for the Project, and throughout the remainder of the term of this Agreement to confirm that the job creation and salary level commitments ("Performance Standards") have been achieved for the Project as set forth in this Agreement and section 159.504(A)(1),(4) of the City's Code of Ordinances. As used herein, the "Opening Date" shall mean the date six (6) months from the issuance of the Certificate of Occupancy for the Company's Project.

    a. A report based on the information contained in the Company's quarterly reports (UCT-6) in the form attached hereto as **Exhibit "C"**; and
    b. Total gross hours worked and total gross wages for all employees working out of the Project. For purposes of this Agreement, "gross wages" shall include those gross wages as reported on the State of Florida's Employer's

Quarterly Report (Form RT-6); and

c. Total gross hours worked and total gross wages for top two (2) wage earners working out of the Project; and
d. Tabulation of Performance Schedule identified for the Project as identified in the Agreement
    i. Year 1 – 15 total new jobs; and
    ii. Year 2 – 85 total new jobs (in addition to new jobs generated in Year 1); and
    iii. Year 3 – 50 total new jobs (in addition to new jobs generated in Years 1-2); and
    iv. Year 4 – 50 total new jobs (in addition to new jobs generated in Years 1-3); and
    v. Year 5 – 25 total new jobs (in addition to new jobs generated in Years 1-4).

5. **Criteria for Measuring Adequate Performance.** "New jobs" shall include salaried and hourly employees and shall be calculated by total payroll hours per year, divided by 1820 (which represents 52 weeks multiplied by 35 hours), created from the Project. New jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project. New Jobs shall not include temporary or seasonal jobs associated with cyclical business activities, or to substitute permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included.

6. **Consequences for Nonperformance.** In the event the Company fails to meet the required Performance Standards set forth in this Agreement for any year during the ten (10) year period following the Opening Date, the Company shall be required to pay the waived impact fees on a pro rata basis for each year, or partial year, it is out of compliance. For example, if the total impact fees mitigated by the City were $787,500 and the Company fails to meet an employment goal for a one (1) year period during the ten (10) year period, the yearly prorated amount to be repaid would be $78,750 ($787,500 divided by 10). Should the Company be in default of this Agreement and the default is not cured within thirty (30) days after written notice to the Company by the City, the City may bring a civil action to enforce this Agreement. Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement; (b) any lost or foregone tax revenues; or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the maximum value of the impact fee waiver actually realized by the Company pursuant to this Agreement.

7. **Limitation of Waiver and Assignability.** The waiver established by this Agreement is applicable only to the Project as described herein, approved by Site Plan P24-191, and located on the Property. The waiver is not transferable to any other property owned by the Company in Port St. Lucie and shall not be transferable as a waiver for impact fees that are not specifically set forth in this Agreement. However, the Company may assign all or part of the waiver provided in this Agreement without the City's consent to an Affiliate or a successor in title and interest to the Property, provided that the Affiliate or successor in title and interest agrees to assume the obligations of the Company to the City under this Agreement. Any other assignment will not be effective without the written consent of the City, which consent will not be unreasonably withheld. Such assignment will be deemed approved within fifteen (15) days of written notice, pursuant to notice requirements specified in Section 11 of this Agreement, to the City of the proposed assignment, unless the City provides its reasonable objection in writing to the Company within that time period. A copy of the assignment shall be provided by the Company to the City at the address set forth in this Agreement, and the original assignment shall be recorded in the public records of St. Lucie County, Florida. For purposes of this section, an "Affiliate" means any entity that directly or indirectly controls, or is controlled by, or is under common control with the Company.

8. **Binding Effect.** This Agreement shall be binding upon the parties to this Agreement and their respective heirs, personal representatives, successors and assigns. In the case of sale or transfer of the Property or Project or a portion of the Property or Project, the Company shall remain liable for the impact fees waived until the Performance Standards set forth in this Agreement are satisfied or until the impact fees are paid in full. In addition, this Agreement shall run with the land described in **Exhibit "B"** and shall remain an encumbrance on the Property until the provisions set forth in this Agreement are satisfied.

9. **Release of Encumbrance.** Upon satisfactory completion of the Performance Standards set forth in this Agreement and ten (10) years after the Opening Date, or upon payment of the waived impact fees, the City shall, at the expense of the City, record any necessary documentation evidencing the termination of the impact fee waiver encumbrance, including, but not limited to, a release of the encumbrance, and lien if any.

10. **Recordability of Agreement.** This Agreement shall be recorded by the Company at the expense of the Company in the Official Records of St. Lucie, Florida, within fifteen (15) days after execution of this Agreement by all parties.

11. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by express overnight courier with a reliable system for tracking delivery, and addressed to the parties at the following addresses, or to such address as the parties may from time to time specify by writing. Any such notice may at any time be waived by the person entitled to receipt of such notice:

To the City:
City Manager
121 Port St. Lucie Blvd
Port St. Lucie, FL 34984
(772) 873-6374

With a Copy to:
City Attorney
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871-5294

To the Company:
Four Port St. Lucie LLC
c/o Conrad J. Boyle, Esquire
Mombach, Boyle, Hardin & Simmons, P.A.
100 N.E. Third Avenue, Suite 1000
Ft. Lauderdale, FL 33301

With a Copy to:
Mombach, Boyle, Hardin & Simmons, P.A.
100 N.E. Third Avenue, Suite 1000
Ft. Lauderdale, FL 33301
Attn: Conrad J. Boyle, Esquire

12. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

13. **Pronouns.** In this Agreement, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

14. **Survival.** All covenants, agreements, representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

15. **Waivers.** Any waiver issued by City of any provision of this Agreement shall only

be effective if issued in writing by City, and shall be specific, only to the particular matter concerned, and shall not apply to any other matters. Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a future waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth in this Agreement, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.

16. **Mediation.** In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties.

17. **Governing Law and Venue.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties agree that proper venue for any suit concerning this Agreement shall be the Federal District Court for the Southern District of Florida. The City and the Company agree to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

18. **Force Majeure.** The Company will not be deemed to be in breach, default or otherwise in violation of any term of this Agreement to the extent that the Company's action, inaction or omission is the result of Force Majeure Event. The Company agrees to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts its performance under this Agreement. A Force Majeure Event pauses the Company's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of the Company and prevents the Company from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; ongoing power outage; fire, flood, windstorm, hurricane, earthquake or

other casualty; any law, order, regulation or other action of any governing authority; any public health crisis including, but not limited to, pandemics (including without limitation, COVID-19, as such crisis exists and is continuing from and after the date of this Agreement) and epidemics; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Company or the Company's operations. In the event that the Company claims a delay for a Force Majeure Event, it shall make a claim for an extension in writing to the City within fifteen (15) business days after becoming aware of the need for same as a result of the occurrence of a Force Majeure Event for which such claim is being made. The claim shall clearly state the reason, provide a detailed explanation given as to why the event is considered to be a Force Majeure Event and provide sufficient documentation to support such claim. If no written objection to such claim for extension is received from the City within fifteen (15) business days from the date of the written extension request, such extension shall be deemed given. If a written objection is made, the parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action or declare a default prior to such conferral taking place.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Jesus Merejo
City Manager

_____
Witness
Print Name: _____

_____
Witness
Print Name: _____

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me **by means of ☐ physical presence or ☐ online notarization,** on this _____ day of _____, 2025, by Jesus Merejo, the City Manager of the City of Port St. Lucie, a Florida municipal corporation. He is personally known to me.

_____
Notary Public

_____
Typed printed or stamped name of Notary Public

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Richard Berrios
City Attorney

FOUR PORT ST. LUCIE, LLC, a Delaware limited liability company

By: _____
Conrad J. Boyle
Authorized Signer

_____
Witness
Print Name: Victoria Carmona

_____
Witness
Print Name: Debra Aurand

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me **by means of ☑ physical presence or ☐ online notarization,** on this 13th day of May ,2025, by Conrad J. Boyle, as Authorized Signer for Four Port St. Lucie, LLC, a Delaware limited liability company who is either personally known to me [X] or has produced his driver's license as identification.

DEBRA AURAND
Commission # HH 514290
Expires July 10, 2028

_____
Notary Public

_____
Typed printed or stamped name of Notary Public

EXHIBIT "A"
CHAPTER 159, ARTICLE V OF THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES

ARTICLE V. ECONOMIC DEVELOPMENT IMPACT FEE MITIGATION PROGRAM

Sec. 159.501. Short Title, Authority, and Applicability.

(A) This article shall be known and may be cited as the "Impact Fee Mitigation Ordinance."

(B) The City of Port St. Lucie has authority to adopt this article pursuant to its home rule powers under its City Charter granted by Article VIII of the Constitution of the State of Florida and Chapter 166 Florida Statutes.

(C) The City of Port St. Lucie has the power to enhance and expand economic activity in the City, including the authority to expend and use public funds toward achievement of the City's economic development goals.

(D) Economic growth and the creation of high quality jobs is in the best interest of the health, safety and welfare of the citizens of the City.

(Ord. No. 17-80, § 2, 11-27-17)

Sec. 159.502. Purpose and Intent.

(A) Imposition of impact fees pursuant to Section 159 of this Code may place the City in a non-competitive position with other local governments that have chosen not to require growth to pay its fair share of needed capital facilities, thus hindering efforts by the City and the community to encourage economic development opportunities within the City and to create permanent employment expansion opportunities for the City's residents.

(B) The purpose of the economic development impact fee mitigation program is to mitigate any real or perceived disadvantage occurring from the imposition of impact fees to certain Qualified Target Industry Businesses.

(C) This program is not intended as an entitlement program. The program is intended to provide the City Council the opportunity, in its sole discretion, to grant impact fee mitigation to Qualified Target Industry Businesses.

(Ord. No. 17-80, § 2, 11-27-17)

Sec. 159.503. Definitions.

(A) Qualified Target Industry Business: A new or expanding business in the City that has a positive economic and fiscal impact on the City and meets the requirements of F.S. § 288.106, or its statutory successor in function, as a qualified target industry business.

(B) Applicant: Any person, company, research institute or business park developer that will house qualified target industry businesses.

(C) Locally Owned and Operated Small Business: A Qualified Target Industry Business continually operated in the City for at least three years which is owned and operated by a St. Lucie, Martin, Indian River or Okeechobee County resident whose homestead is located in St. Lucie, Martin, Indian River or Okeechobee County, and which employs 50 or fewer employees.

(D) Impact fee: As used in Article V, an impact fee or mobility fee established by Chapter 159 of this Code.

(Ord. No. 17-80, § 2, 11-27-17; Ord. No. 21-107, § 2, 11-8-21)

Sec. 159.504. Eligibility.

(A) To be eligible for an economic development impact fee waiver, an Applicant must meet the following requirements:

(1) Qualify as a Qualified Target Industry Business and create a minimum of ten new jobs or a ten percent increase in existing employment (whichever is greater) with an average private sector wage (excluding benefits) of at least 107 percent of the City's average private sector wage (excluding the top two executive salaries) and provide a benefit package that includes health insurance and remain in the City for a minimum of ten years; or

(2) Qualify as a Qualified Target Industry Business and create a minimum of ten new jobs or a ten percent increase in existing employment (whichever is greater) with an average private sector wage (excluding benefits) of 100 percent of the City's average private sector wage (excluding the top two executive salaries) and make a capital investment in the City of $10,000,000.00 or greater in construction, renovations, equipment purchases, or other major capital investment items and remain in the City for a minimum of ten years; or

(3) Qualify as a Locally Owned and Operated Small Business and create a minimum of ten new jobs with an average private sector wage (excluding benefits) of 100 percent of the City's average private sector wage (excluding the top two executive salaries) and provide a benefit package that includes health insurance and remain in the City for a minimum of ten years; and

(4) Enter into an agreement with the City wherein the Applicant agrees to locate or expand its business operations to/within the City for a period of at least ten years. The agreement will also require the Applicant to provide the City with the Applicant's quarterly report (UCT-6) and all other documentation to demonstrate that the job creation and salary level commitments were achieved. Provisions for repayment or suspension of payments for nonperformance related to this program shall be clearly established in the agreement.

(Ord. No. 17-80, § 2, 11-27-17)

Sec. 159.505. Economic Development Impact Fee Mitigation Program Application.

(A) Any Applicant seeking an economic development impact fee waiver shall file an application for waiver with the City Manager prior to the issuance of the building permit for the subject capital facilities impact construction. The application shall contain:

(1) A designation of the capital facilities impact construction for which the application is being submitted, including a current and complete legal description of the property upon which the Qualified Target Industry Business is proposed to be located;

(2) The name and address of the owner of the property upon which the Qualified Target Industry Business is proposed to be located;

(3) Proof that the capital facilities impact construction will be a Qualified Target Industry Business;

(4) A notarized affidavit and all necessary supporting evidence affirming that the applicable requirements of section 159.504 will be met within one year of the date the certificate of occupancy is issued which term may be extended by the City Council upon good cause shown; and

(5) Other necessary information as determined by the City Manager.

(B) Any Applicant who submits an application for economic development impact fee mitigation pursuant to this section and desires the immediate issuance of a building permit prior to approval of the application shall pay the impact fees imposed by Chapter 159 of the Code. Should the City Council approve and accept the mitigation application, the mitigation amount shall be refunded to the Applicant or owner.

(C) If the City Manager finds that the Applicant meets the requirements provided herein for mitigation, the City Manager shall agenda an impact fee mitigation agreement before the City Council, which shall contain, but not be limited to, the City impact fee mitigation application for Qualified Target Industries and any other documents as requested by the City Manager. Since this is not an entitlement program and instead is discretionary, policy-making decision involving the allocation of public resources, the City may reject the request for mitigation for any reason, including fiscal and practical budgetary considerations.

(D) Any request for economic development impact fee mitigation must be submitted to the City by the Applicant prior to the Applicant deciding whether or not they will expand or locate in the City.

(Ord. No. 17-80, § 2, 11-27-17)

Sec. 159.506. Economic Development Impact Fee Mitigation.

(A) If the Applicant meets the requirements provided above for mitigation, the Applicant shall be eligible for the following:

(1) If the Applicant qualifies under subsection 159.504(1) of this section (Qualified Target Industry Business), it shall be eligible to receive an economic development impact fee mitigation in the following amounts; provided, however, that the City Council may increase these waiver amounts in the event the Applicant exceeds these requirements:

Number of Jobs Created	Percent of Average Private Sector Wage	Waiver Amount
Minimum of 10	107% plus benefits	$3,500 per job created
Minimum of 10	150% plus benefits	$5,000 per job created
Minimum of 10	200% plus benefits	$7,500 per job created

(2) If the Applicant qualifies under subsection 159.504(2) of this section (Qualified Target Industry Business), it shall be eligible to receive an economic development impact fee mitigation in the following amounts; provided, however, that the City Council may increase these mitigation amounts in the event the Applicant exceeds these requirements:

Number of Jobs Created	Total Capital Investment	Waiver Amount
Minimum of 10	$10,000,000 to $14,999,999	40% of total City impact fees
Minimum of 10	$15,000,000 to $19,999,999	50% of total City impact fees
Minimum of 10	$20,000,000 or more	60% of total City impact fees

(3) If the Applicant qualifies under subsection 159.504(3) of this section (Locally Owned and Operated Small Business), it shall be eligible to receive an economic development impact fee mitigation in the following amounts; provided, however, that the City Council may increase these waiver amounts in the event the Applicant exceeds these requirements:

Number of Jobs Created	Percent of Average Private Sector Wage	Waiver Amount

Minimum of 10	100% plus benefits	$3,500 per job created
Minimum of 10	140% plus benefits	$5,000 per job created
Minimum of 10	185% plus benefits	$7,500 per job created

(4) Each Applicant shall only be eligible for mitigation under either 159.504(1), 159.504(2) or 159.504(3), but not in combination.

(B) Any incentive approved pursuant to the economic development impact fee mitigation program shall be paid from other legally available funds (other than impact fees).

(Ord. No. 17-80, § 2, 11-27-17)

EXHIBIT "B"
LEGAL DESCRIPTION OF 15.83 ACRE PARCEL OF LAND IN TRADITION PARK OF COMMERCE

LEGAL DESCRIPTION

FOUR PORT ST LUCIE

PARCEL ID # 4322-801-0007-000-9

SOUTHERN GROVE PLAT NO 46, LOT 3A AS RECORDED IN PLAT BOOK 125, PAGE 17 OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA.

EXHIBIT "C"
QUARTERLY REPORTS (UCT-6)

AVERAGE WAGE CALCULATION WORKSHEET

Date: _____

Projects Name: _____

Site Address: _____

TOTALS BEFORE DEDUCTING THE TOP TWO EXECUTIVE WAGE EARNERS

Year(s) 4th Qtr	1st Quarter Report	2nd Quarter Report	3rd Quarter Report	4th Quarter Report
Current # of Employees				
Baseline # of Employees				
Increased # of Employees				
Total Wages				
Total Hours Worked				
Average Hourly Wage				
Do not write below this line: Staff Use Only				
Total FTEs				

TOP TWO EXECUTIVE WAGE EARNERS

	Names of Top Two Executives	1st Quarter Report	2nd Quarter Report	3rd Quarter Report	4th Quarter Report
Hours					
Worked					
Wages					
Earned					

TOTALS MINUS THE TOP TWO EXECUTIVE WAGE EARNERS

	1st Quarter Report	2nd Quarter Report	3rd Quarter Report	4th Quarter Report
Current # of Employees				
Baseline # of Employees				
Increased # of Employees				
Total Wages				
Total Hours Worked				
Average Hourly Wage				
Do not write below this line: Staff Use Only				
Total FTEs				

Executive Summary
Project FOUR PSL

Project FOUR PSL is an industry-leading advanced manufacturer of metal and furniture-grade fixtures for commercial, industrial and institutional applications and is a targeted industry for St. Lucie County.

Project FOUR PSL has identified vacant land intended for construction of a 250,000 square foot manufacturing and distribution facility in the City of Port St. Lucie.

PROJECT SCOPE
New Business Attraction

NEW CONSTRUCTION
250,000 Square Feet
Manufacturer

CAPITAL INVESTMENT
Construction: $33.5 Million
TPP: $12.75M

JOB CREATION
New: 225
Avg Wage: $24.83
107% of County Average Wage

NEW CONSTRUCTION (One Time Impact)

Impact	Employment	Labor Income	Output
Direct	270.35	$12,843,866.11	$33,500,000.00
Indirect	61.43	$2,384,802.93	$11,795,977.12
Induced	46.50	$1,784,954.90	$7,464,961.90
Total	**378.28**	**$17,013,623.94**	**$52,760,939.02**

NEW JOBS (Recurring Impact)

Impact	Employment	Labor Income	Output
Direct	225	$11,620,440.00	$44,553,414.74
Indirect	55.35	$1,895,676.20	$10,303,331.81
Induced	40.45	$1,532,319.97	$6,407,039.47
Total	**320.80**	**$15,048,436.17**	**$61,263,786.02**

Data is based on 2024 dollars and 2022 IMPLAN data using the category "showcase, partition, shelving & locker manufacturing." Results may vary based on the unique characteristics of each project. The projections in this report are based on IMPLAN data and models, which include certain assumptions and estimates. While we strive for accuracy, these projections are subject to limitations such as data quality, model assumptions, and external factors that may impact results. Therefore, the findings should be interpreted as estimates and not exact figures. Users should consider these results as one of many tools in economic planning and decision-making.

St. Lucie EDC

Prepared by
ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY, INC.
1790 SW Gatlin Blvd., Suite 202
Port St. Lucie, Florida 34953
772.324.2014 I www.youredc.com

CITY OF PORT ST. LUCIE
CITY MANAGER'S OFFICE
121 SW Port St Lucie Blvd, Port St Lucie, FL 34984
Office: 772-871-5163
www.cityofpsl.com

MOBILITY AND IMPACT FEE MITIGATION APPLICATION

Business Name: **Four Port St. Lucie, LLC**

In accordance with the City of Port St. Lucie Code of Ordinances Sec. 159.505 any applicant seeking an economic development mobility and impact fee waiver shall file an application for waiver with the City Manager prior to the issuance of the building permit for the subject capital facilities impact construction.

A. NAME & ADDRESS OF PROPERTY OWNER & FACILITY LOCATION

Owners Name & Address	Contact Person & Property Address
Name: Four Port St Lucie LLC.	Name: Conrad Boyle, Esq.
Address: TBD	Address: Mombach, Boyle, Hardin & Simmons, P.A.
Phone: 954 467-2200	100 NE Third Avenue, Suite 1000
Email: cboyle@mbhlawyer.com	Fort Lauderdale, FL 33301
	Phone: (954) 467-2200 ext. 208
	Email: cboyle@mbhlawyer.com

B. TARGETED INDUSTRY INFORMATION

1. Type of Targeted Industry as defined by F.S.288.106: Manufacturing
2. Minimum # of proposed new jobs or percentage increase in existing jobs: 225, whichever is greater.
3. Average wage (excluding benefits & top two executive salaries): $24.83/hr
4. Total Capital Investment (construction, renovation, equipment, etc.): $46.25 million

C. PROPERTY INFORMTION

5. Parcel ID number(s): 4322-801-0007-000-9
6. Legal Description (Please provide an electronic copy of the subject property's legal description):

   LOT 3A, SOUTHERN GROVE PLAT NO. 46, as recorded in Plat Book 125, Page 17 of the Public Records of St. Lucie County, Florida.

7. Please fill out and notarize the attached affidavit affirming this information to be true and correct.

Submission of this request does not constitute the granting of approval. All application requirements must be met prior to this project being presented for approval to the appropriate authority. The City of Port St. Lucie reserves the right to request additional information to ensure a complete review of this project.

OWNER'S AFFDAVIT

I affirm that all necessary supporting evidence is true and correct to the best of my knowledge and that all the requirements of section 159.504(A)(1) or 159.504(A)(2) or 159.504(A)(3) and 159.504(A)(4) of the City of Port St. Lucie, FL Code of Ordinances will be met within one year of the date the certificate of occupancy is issued which term may be extended by the City Council upon good cause shown; and other necessary information as determined by the City Manager has been provided and approved.

I agree to furnish such other necessary information as the City Council and/or City Manager of the City of Port St. Lucie, Florida may request in regards to this impact fee mitigation application. I hereby certify that the information and valuation stated on the attached application by me is true, correct, and complete to the best of my knowledge and belief (If prepared by someone other than the owner, his/her declaration is based on all information for which he /she has any knowledge).

I acknowledge that because this program is not an entitlement program, the City Council may reject the request for mitigation without cause.

Property Owner Information

This application and any application supplement will not be considered complete without the notarized signature of **all property owners of record**, which shall serve as an acknowledgment of the submittal of this application for approval. The property owner's signature below shall also serve as authorization for the above applicant or agent to act on behalf of said property owner.

FOUR PORT ST. LUCIE, LLC

By: Authorized Signer
Property Owner Signature

Property Owner Name (Printed)

Mailing Address: Mombach, Boyle
100 NE 3rd Ave, Ste 1000, Ft Lauderdale FL 33301

Phone:
If more than one owner, please submit additional pages

STATE OF Florida**, COUNTY OF** Broward

The foregoing instrument was acknowledged before me this 13th day of May, 20 25

by Conrad J. Boyle who is personally known to me or who has produced

as identification.

Debra Aurand
Signature of Notary

Type or Print Name of Notary

Commission Number (Seal)

DEBRA AURAND
Commission # HH 514290
Expires July 10, 2028

A resolution of the City Council of Port St. Lucie approving an impact and mobility fee mitigation agreement for Four Port St. Lucie, LLC.

Presented by:

Elijah Wooten – Economic Development Administrator

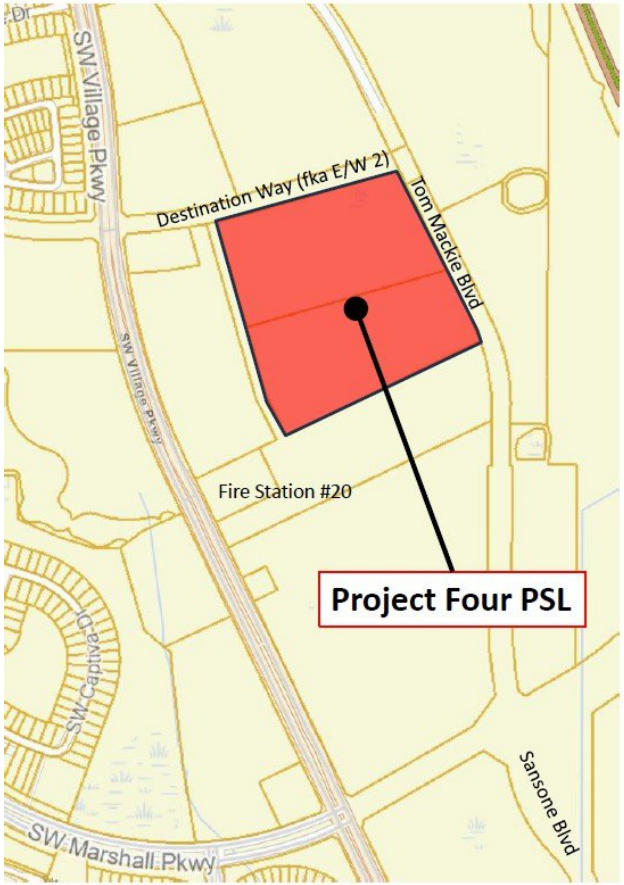
City Council Regular Meeting June 9, 2025

PORT ST. LUCIE

HEART OF THE TREASURE COAST

Project Location

Tradition Center for Commerce



CITY OF PORT ST. LUCIE

CITY OF PORT ST. LUCIE

Project Overview

Executive Summary

- Four Port St. Lucie, LLC is purchasing a 15.83-acre parcel in the Tradition Center for Commerce to construct a 250,000-sf advanced manufacturing facility.

Project Overview

- The capital investment will include $33.5 million in new construction and $12.75 million in machinery/equipment.
- The company will create 225 new high-wage jobs paying an average of $51,646 plus benefits.

CITY OF PORT ST. LUCIE

Economic Impact

New Construction (One time impact)

Impact	Employment	Labor Income	Output
Direct	270.35	$12,843,866.11	$33,500,000.00
Indirect	61.43	$2,384,802.93	$11,795,977.12
Induced	46.50	$1,784,954.90	$7,464,961.90
Total	**378.28**	**$17,013,623.94**	**$52,760,939.02**

New Jobs (Reoccurring impact)

Impact	Employment	Labor Income	Output
Direct	225	$11,620,440.00	$44,553,414.74
Indirect	55.35	$1,895,676.20	$10,303,331.81
Induced	40.45	$1,532,319.97	$6,407,039.47
Total	**320.80**	**$15,048,436.17**	**$61,263,786.02**

CITY OF PORT ST. LUCIE

Impact and Mobility Fee Mitigation

- Four Port St. Lucie, LLC is eligible to receive an impact and mobility fee mitigation up to $3,500 per new full-time job created, based on the average wage of $51,646, which is above St. Lucie County's average wage.
- The total amount of the impact and mobility fee mitigation is up to $787,500. The total impact and mobility fee is $204,360.54.
- The company will create 225 new high-wage jobs, with 15 jobs created in year 1, 85 jobs in year 2, 50 jobs in year 3, 50 jobs in year 4 and 25 new jobs in year 5.
- The company commits to create and retain 225 jobs for a period of ten years from the date of issuance of the certificate of occupancy.
- If the company fails to meet the performance standards it will be required to pay the waived impact and mobility fees on a pro rate basis for each year or partial year it is out of compliance.
- The impact and mobility fee will be paid from the Tradition Economic Development Fund and sales proceeds from lands owned by the Governmental Finance Corporation.

CITY OF PORT ST. LUCIE

Recommendation

- The staff recommends the City Council approve the impact and mobility fee mitigation agreement for Four Port St. Lucie, LLC's advanced manufacturing facility expansion to Port St. Lucie.

City of Port St. Lucie - The Heart of the Treasure Coast

Planning and Zoning Department

Phone: 772-871-5213 ◊ Email: MIFCoordinator@cityofpsl.com

IMPACT FEE CALCULATION FORM

		Date:	4-Jun-25
Project	Southern Grove-Four Port St Lucie	File no:	P24-191
Use Category:	Industrial (Assembly, Fabrication, Manufacturing, R&D, Trades, Utilities)		
Land Use Type:	Manufacturing		
Address/PID:	4322-801-0007-000-9		
Assessment Area:	Southwest		
Number of Units:	1-story standalone building	SQ FT:	243,867

PORT ST. LUCIE IMPACT FEES*

Mobility	243,867	X	$	0.55	=	$	134,126.85	
Mobility Additive	0.000	X	$	0.00	=	$	-	
Parks*	0.000	X	$	0.00	=	$	-	
Public Buildings	243.867	X	$	129.00	=	$	31,458.84	
Law Enforcement	243.867	X	$	159.00	=	$	38,774.85	
						PSL Total Impact Fees		$ 204,360.54

ST. LUCIE COUNTY IMPACT FEES*

Use Category:	General Industrial							
Schools*	0.000	X	$	0.00	=	$	-	
Library*	0.000	X	$	0.00	=	$	-	
Parks*	0.000	X	$	0.00	=	$	-	
Public Building	243.867	X	$	101.75	=	$	24,813.47	
Law Enforcement	243.867	X	$	74.25	=	$	18,107.12	
Fire/EMS	243.867	X	$	91.00	=	$	22,191.90	
Roads	243.867	X	$	441.00	=	$	107,545.35	
					Sub-Total to be paid	$	172,657.84	
*Residential Only					Total Administrative Fee (4%)	$	6,906.31	
					Total Remit to County	$	165,751.52	
						County Total Impact Fees		$ 172,657.84
						Total Impact Fees to be paid by contractor		$ 377,018.38

NOTE 1: Mobility and Impact fees are due at building permit issuance. The fees listed above will expire on June 29, 2025 (Port St Lucie fees) and September 30, 2025 (St. Lucie County fees). If a building permit is applied for after September 30, 2025 and/or issued after June 29, 2025, a new impact fee form shall be calculated in place of this form.

NOTE 2: The fees are for the specified building(s) only.

NOTE 3: No building permit application as of 4-June-2025.

NOTE 4: Credits were not utilized.

NOTE 5: Square footage retrieved from site plan. Office use is less than 20% of the total square footage and is considered an accessory use.

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Agenda Summary

2025-591

Agenda Date: 6/23/2025 **Agenda Item No.:** 13.a

Placement: New Business

Action Requested: Motion / Vote

Approval of the Conceptual Design for the NW Bayshore Boulevard Corridor Improvements Project from Prima Vista Blvd to NW Selvitz Rd as Identified in the Mobility Plan

Submitted By: Everett Tourjee, Project Manager - CIP & Sales Tax Project Group, Public Works Department

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Executive Summary (General Business): A mobility presentation seeking approval of one of three typical section alternative designs for corridor improvements for NW Bayshore Boulevard from Prima Vista Boulevard to NW Selvitz Road.

Presentation Information: An approximately 15-minute Powerpoint Presentation by Scalar Consulting Group, LLC and MacKenzie Engineering and Planning, Inc. Project Staff will be available for questions.

Staff Recommendation: Move that the Council complete motion in the affirmative.

Alternate Recommendations:

1. Move that the Council amend the recommendation and complete motion in the affirmative.
2. Move that the Council reject the motion and provide staff direction.

Background: In July 2023, consultant NUE Urban Concepts presented the City of Port St. Lucie 2045 Mobility Plan. The NW Bayshore Boulevard corridor from Prima Vista Boulevard to NW Selvitz Road was identified as a location for future multimodal improvements. The intersection of NW Bayshore Blvd. and NW Floresta Dr. was also identified as a candidate for a future roundabout. Scalar Consulting Group was retained to complete a Feasibility Study for the corridor to determine the practicability of completing multimodal and mobility improvements. Scalar Consulting Group and their subconsultant MacKenzie Engineering and Planning, Inc. finalizied the Feasibility Study and as a result have developed three (3) Typical Section Alternatives for City Council review. Option 1 is a 4 lane divided roadway with bike lanes and sidewalk on both sides. Option 2 is a 4 lane divided roadway with a wider bike lane on one side with a sidewalk and no bike lane with a multi-modal path on the other side of the roadway. Option 3 is a 2 lane divided roadway with wider bike lanes on both sides and sidewalks.

Issues/Analysis: The typical section alternative designs will allow for safer, less-congested traffic conditions through the corridor. A Public Involvement Meeting was held on April 29th, 2025 to identify a Public Preferred option. Option 1 was found to be the Public Preferred option, the Engineer’s Recommended Alternative and the Staff Recommendation.

Financial Information: The Design Contract amount for the corridor is $976,197.47. The anticipated construction cost for Options 1 or 2 is $22,000,000. The anticipated construction cost for Option 3 is $18,000,000. The construction of the corridor is included in the FY 25/26 budget.

Special Consideration: N/A

Location of Project: NW Bayshore Boulevard from Prima Vista Boulevard to NW Selvitz Road

Attachments: “Attachment A” NW Bayshore Boulevard Corridor Improvements Project Presentation.

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

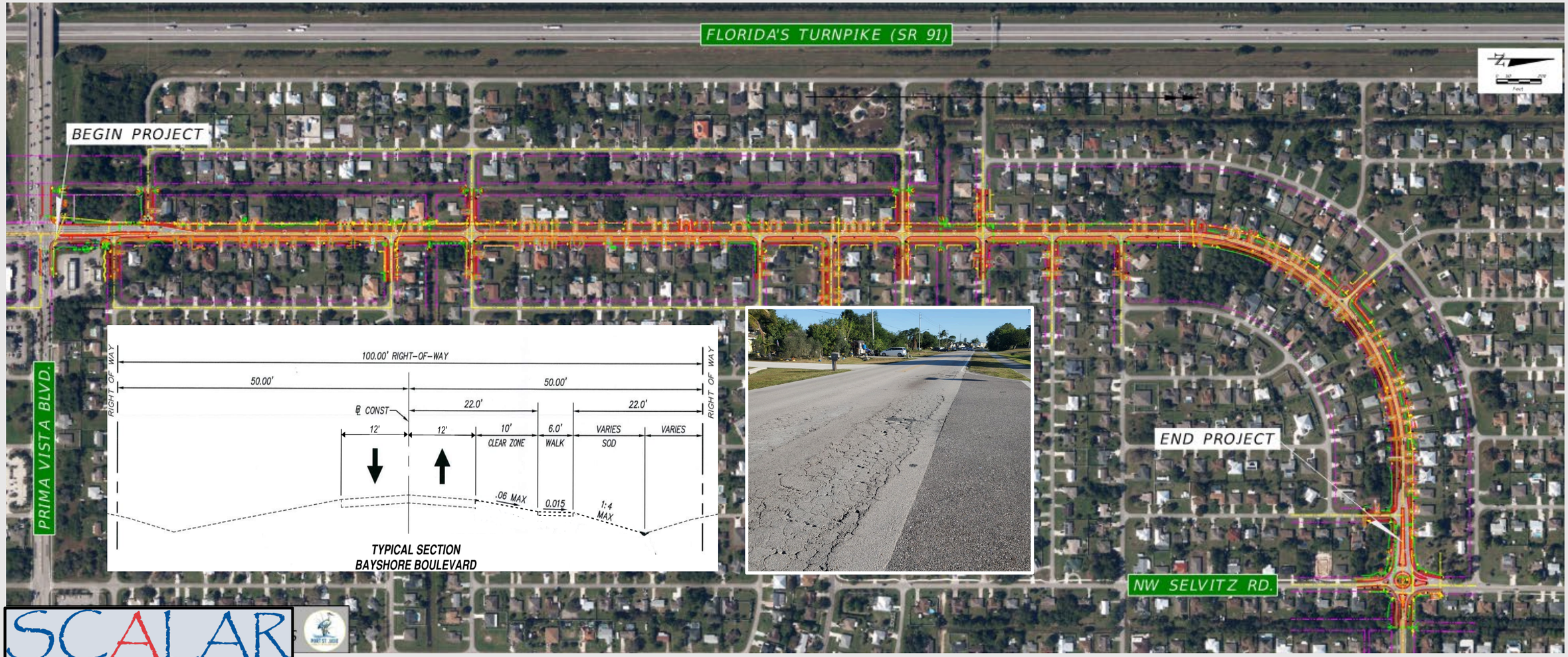
Internal Reference Number: N/A

Legal Sufficiency Review:
N/A

Design of the Bayshore Boulevard Corridor Improvements Project

- The NW Bayshore Blvd. roadway corridor from Prima Vista Blvd. to NW Selvitz Rd. was identified as a candidate for multimodal improvements in the 2045 Mobility Plan completed by NUE Urban Concepts in July 2023.
- The intersection of NW Bayshore Blvd. and NW Floresta Dr. was also identified as a candidate for a future roundabout.
- The corridor was programmed into the City of Port St. Lucie 10-Year Infrastructure Master Plan.
- Scalar Consulting Group has been retained to complete a Feasibility Study for the corridor to determine the practicability of completing multimodal and mobility improvements.
- Scalar Consulting Group and their subconsultant MacKenzie Engineering and Planning, Inc. are finalizing the Feasibility Study and have developed three (3) Typical Section Alternatives for City Council review.
- A Public Involvement Meeting was held on April 29th, 2025 to identify a Public Preferred option.

- Project Limits - from Prima Vista Blvd. to Selvitz Road Roundabout (1.3 miles)
  - Existing 2-lane road w/100-foot Right of Way
  - Existing 6-foot sidewalk on east side only

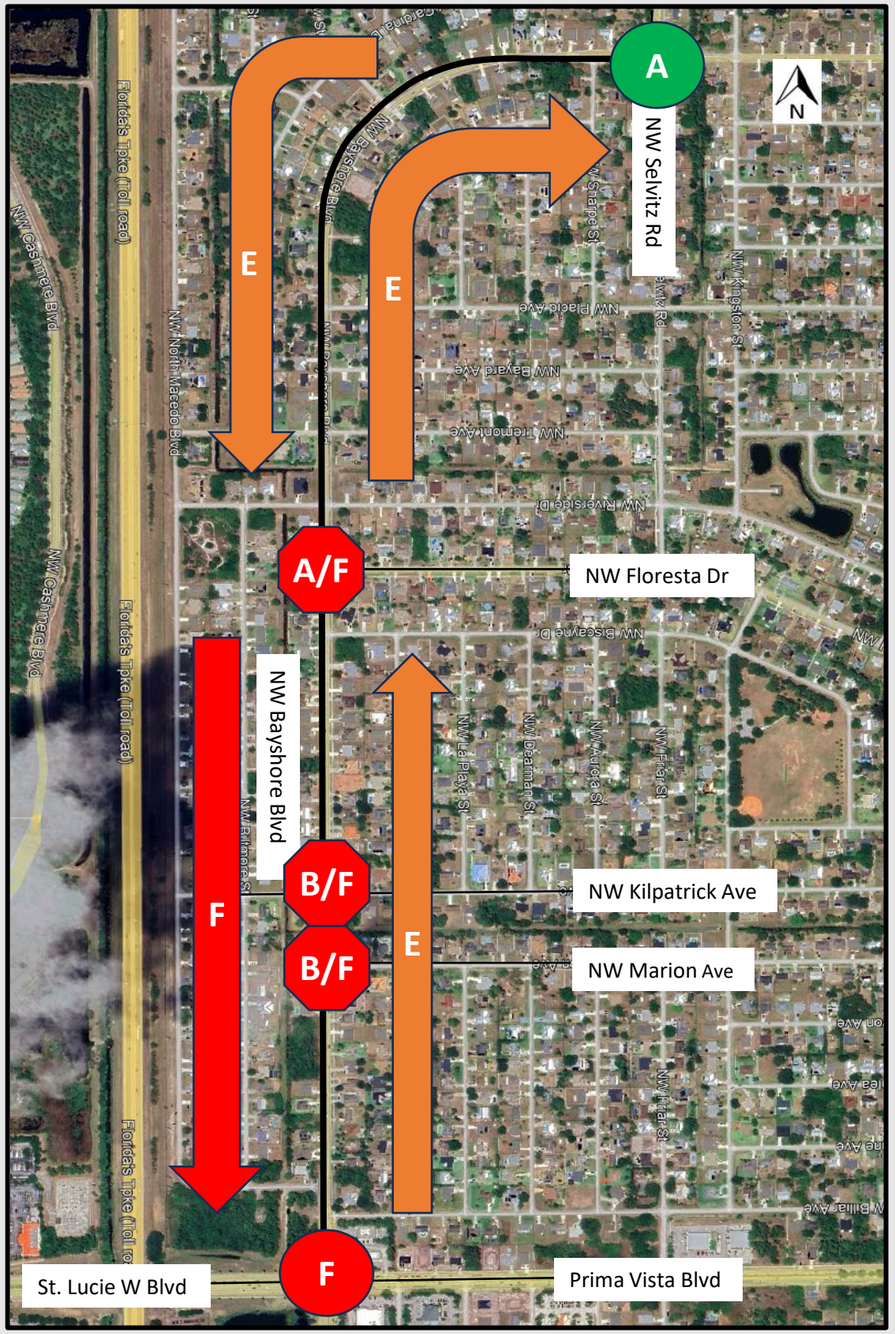


SCALAR Consulting Group, LLC

- Project Goals & Objectives Include:
  - Address mobility needs for all users; Complete streets concept
  - Evaluate & address traffic capacity & safety along corridor
  - Evaluate & address pavement condition (ongoing maintenance)
- Major Project Tasks:
  - Data Collection & Evaluation
    - Survey, geotechnical information, SUE, environmental review
    - Traffic & Safety studies
  - Widening Feasibility Study – *Identify / Recommend alternative to address traffic demand.*
    - *2-Lane Divided (raised median / turn lanes)*
    - *4-Lane Divided Options*
  - Preliminary & Final Design Documents

Our Vision: To redevelop the Bayshore Boulevard corridor utilizing practical design solutions - in partnership with the City of Port St. Lucie and the local community.

Traffic Evaluation –
Existing Level of Service (LOS)



2024 Existing Intersection Level of Service (LOS)

Intersection	AM Peak	PM Peak
NW Bayshore Blvd & Prima Vista Blvd	F	F
NW Bayshore Blvd & NW Marion Ave	A/D	B/F
NW Bayshore Blvd & NW Kilpatrick Ave	B/F	B/F
NW Bayshore Blvd & NW Floresta Dr	A/E	A/F
NW Bayshore Blvd & NW Selvitz Rd	A	A

2024 Existing Roadway Level of Service (LOS)

Roadway	From	To	AM Peak		PM Peak	
			NB/EB	SB/WB	NB/EB	SB/WB
NW Bayshore Blvd						
	Prima Vista Blvd	NW Floresta Dr	D	F	E	E
	NW Floresta Dr	NW Selvitz Rd	D	E	E	E

Timeframe:
January 2020- October 28, 2024

2 Fatalities

1. Pedestrian Running Across the Road
2. Motorcycle lost control (Off-Road Tires) (No Helmet)

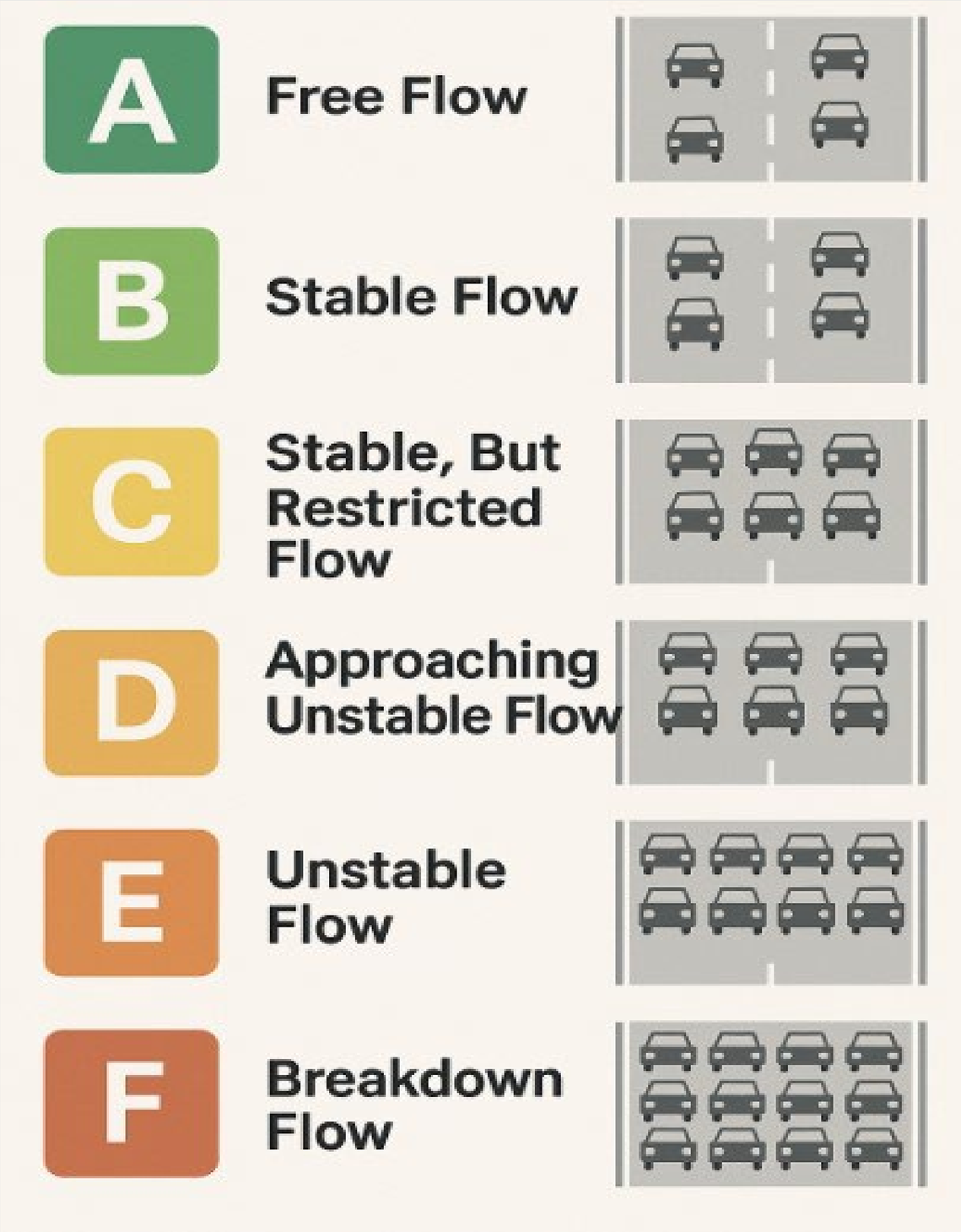
Alcohol Related – Not Significant (1.1%)

Year	Number of Crashes
2020	68
2021	93
2022	61
2023	118
2024	81
Total	421

Crash Type	Percent	Average
Same Direction Sideswipe	15%	12.6
Unknown	2%	1.4
Rear End	49%	41.0
Other	5%	3.8
Left Leaving	1%	1.2
Left Entering	1%	1.0
Opposing Sideswipe	1%	0.8
Right Angle	7%	6.2
Parked Vehicle	2%	2.0
Single Vehicle	3%	2.4
Backed Into	3%	2.2
Right/Through	3%	2.6
Bicycle	1%	0.6
Head On	1%	1.2
Off Road	2%	1.8
Rollover	1%	1.0
Right/U-Turn	0%	0.2
Left Rear	1%	1.2
Pedestrian	1%	0.6
Right/Left	0%	0.4
Total	100%	84.2

CRASH CONDITIONS			
Severity		No Injury	77%
		Injury	21%
		Serious Injury	1%
		Fatality	0%
Lighting Condition	Daylight		78%
	Dusk/ Dawn	Dusk	4%
		Dawn	
	Dark	Dark - Lighted	18%
		Dark - Not Lighted	
		Dark - Unknown Lighting	
	Unknown		0%
Surface Condition		Dry	88%
		Wet	12%
		Unknown	0%
Peak Times		12-7 PM	57%
Peak Month		March	12%

Traffic Level of Service (LOS)



🚙 **Speed:** At or above speed limit
- **Density:** Very low
- **Driver Comfort:** High freedom to maneuver
- **Delay:** None or negligible

🚙 **Speed:** High
- **Density:** Light
- **Driver Comfort:** Slightly limited maneuverability
- **Delay:** Minimal

🚗 **Speed:** Acceptable, but starts to decline
- **Density:** Moderate
- **Driver Comfort:** Maneuverability noticeably limited
- **Delay:** Moderate

🚦 **Speed:** Declining, with frequent slowing
- **Density:** High
- **Driver Comfort:** Reduced; stressful conditions
- **Delay:** High, especially at signals

🚧 **Speed:** Low and inconsistent
- **Density:** Very high
- **Driver Comfort:** Poor; constant disruptions
- **Delay:** Very high

🚨 **Speed:** Near-zero
- **Density:** Jammed conditions
- **Driver Comfort:** Very poor; stop-and-go or gridlock
- **Delay:** Extreme

No-Build Intersection Level of Service (LOS)

Intersection		AM Peak			PM Peak		
		2030	2040	2050	2030	2040	2050
NW Bayshore Blvd & Prima Vista Blvd		F	F	F	F	F	F
NW Bayshore Blvd & NW Marion Ave		A/D*	A/F*	B/F*	B/F*	B/F*	B/F*
NW Bayshore Blvd & NW Kilpatrick Ave		B/F*	B/F*	B/F*	B/F*	B/F*	B/F*
NW Bayshore Blvd & NW Floresta Dr	Stop Controlled	A/F*	A/F*	B/F*	A/F*	B/F*	B/F*
	Signalized	-	-	-	-	-	-
	Roundabout	-	-	-	-	-	-
NW Bayshore Blvd & NW Selvitz Rd		A	A	A	A	A	B

* Note: A/C = Major Street Left-Turn LOS/Minor Street Approach LOS

No-Build Roadway Level of Service (LOS)

Roadway	From	To	AM Peak						PM Peak					
			2030		2040		2050		2030		2040		2050	
			NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
NW Bayshore Blvd	Prima Vista Blvd	NW Floresta Dr	D	F	E	F	E	F	F	F	F	F	E	F
	NW Floresta Dr	NW Selvitz Rd	D	F	E	F	E	F	E	F	F	F	E	F

Traffic Evaluation –

3 - Lane Scenario

3-Lane Intersection Level of Service (LOS)

Intersection		AM Peak			PM Peak		
		2030	2040	2050	2030	2040	2050
NW Bayshore Blvd & Prima Vista Blvd		E	F	E	E	E	F
NW Bayshore Blvd & NW Marion Ave		A/C*	A/C*	B/D*	B/D*	B/D*	**B/F***
NW Bayshore Blvd & NW Kilpatrick Ave		B/D*	**B/F***	**B/F***	B/E*	**B/F***	**B/F***
NW Bayshore Blvd & NW Floresta Dr	Stop Controlled	A/D*	A/D*	B/D*	A/D*	B/D*	B/D*
	Signalized	A	B	C	A	B	C
	Roundabout	B	D	F	B	D	**F**
NW Bayshore Blvd & NW Selvitz Rd		A	A	A	A	A	B

* Note: A/C = Major Street Left-Turn LOS/Minor Street Approach LOS

3-Lane Roadway Level of Service (LOS)

Roadway	From	To	AM Peak						PM Peak					
			2030		2040		2050		2030		2040		2050	
			NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
NW Bayshore Blvd	Prima Vista Blvd	NW Floresta Dr	D	E	D	F	E	F	E	E	E	F	E	F
	NW Floresta Dr	NW Selvitz Rd	D	E	D	F	D	F	D	E	E	E	D	F

4-Lane Intersection Level of Service (LOS)

Intersection		AM Peak			PM Peak		
		2030	2040	2050	2030	2040	2050
NW Bayshore Blvd & Prima Vista Blvd		E	E	E	E	E	E
NW Bayshore Blvd & NW Marion Ave		A/B*	A/B*	A/B*	A/B*	A/B*	A/C*
NW Bayshore Blvd & NW Kilpatrick Ave		B/C*	C/D*	D/E*	B/D*	B/E*	**D/F***
NW Bayshore Blvd & NW Floresta Dr	Stop Controlled	B/C*	B/C*	B/E*	B/C*	B/D*	**B/F***
	Signalized	A	A	A	A	A	A
	Roundabout	A	A	A	A	A	A
NW Bayshore Blvd & NW Selvitz Rd		A	A	C	A	A	B

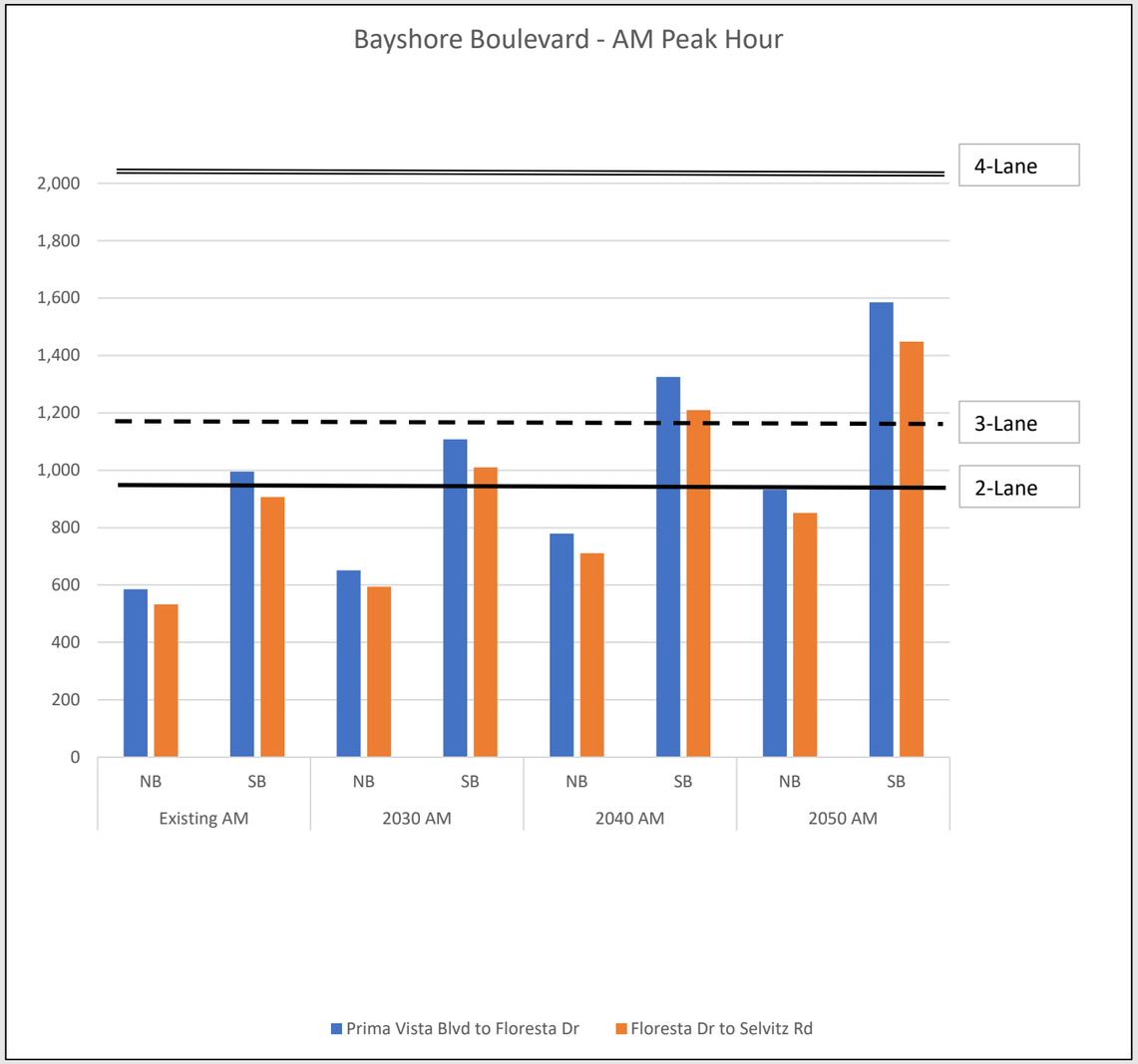
* Note: A/C = Major Street Left-Turn LOS/Minor Street Approach LOS

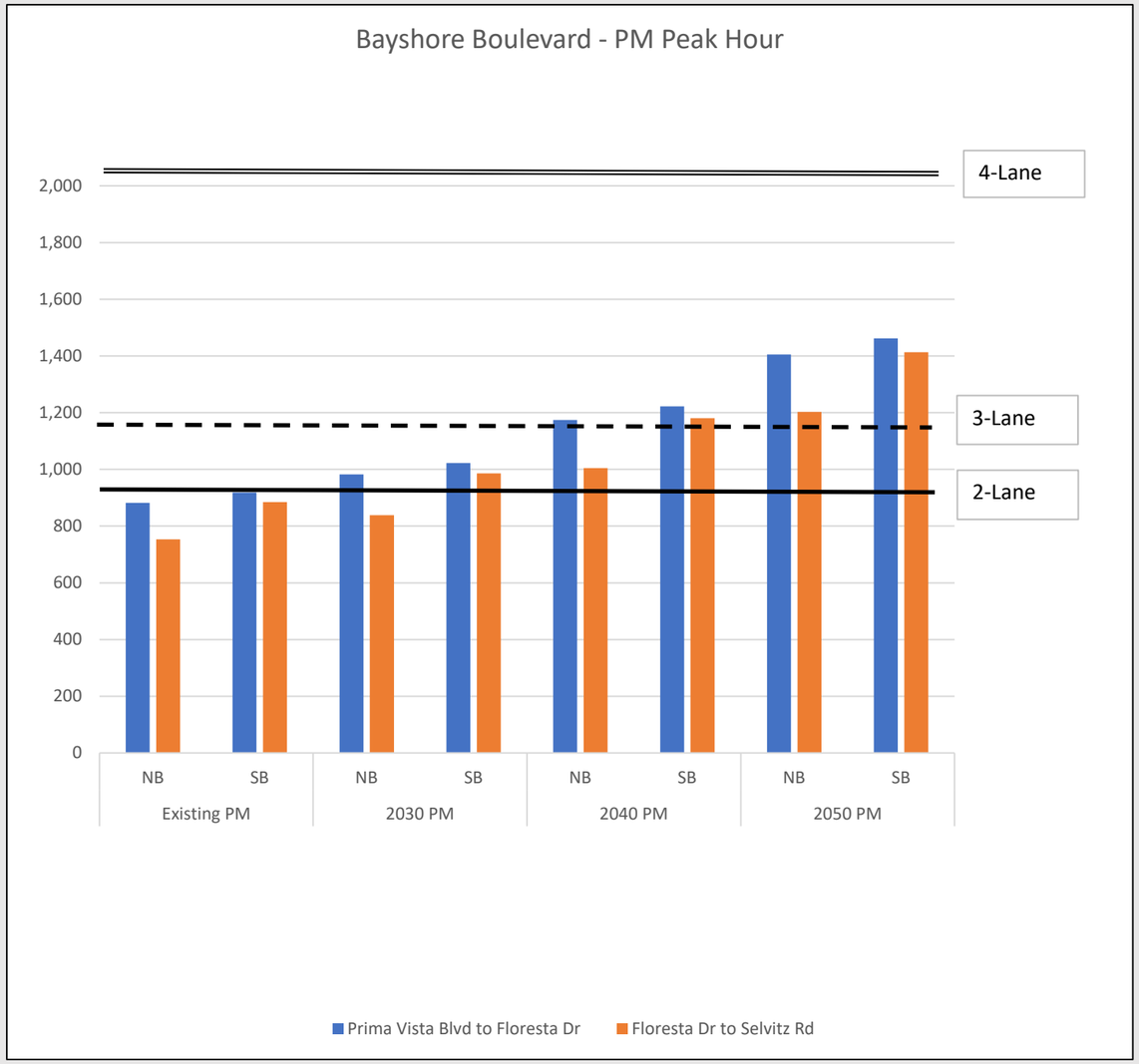
4-Lane Roadway Level of Service (LOS)

Roadway	From	To	AM Peak						PM Peak					
			2030		2040		2050		2030		2040		2050	
			NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
NW Bayshore Blvd														
	Prima Vista Blvd	**NW Floresta Dr**	C	C	C	D	C	D	C	C	C	D	C	D
	NW Floresta Dr	**NW Selvitz Rd**	C	C	C	C	C	D	C	C	C	C	C	D

Traffic Evaluation –
Volume vs. Capacity Summary

Bayshore Boulevard Corridor Improvements
From Prima Vista to NW Selvitz Road





Option 1

4-Lane Typical Section Alternative

Bayshore Boulevard Corridor Improvements

From Prima Vista to NW Selvitz Road

25' +/-SETBACK DISTANCE

8' | 4' | 5' | 22' | 16' | 22' | 5' | 4' | 8'

100'

RIGHT-OF-WAY

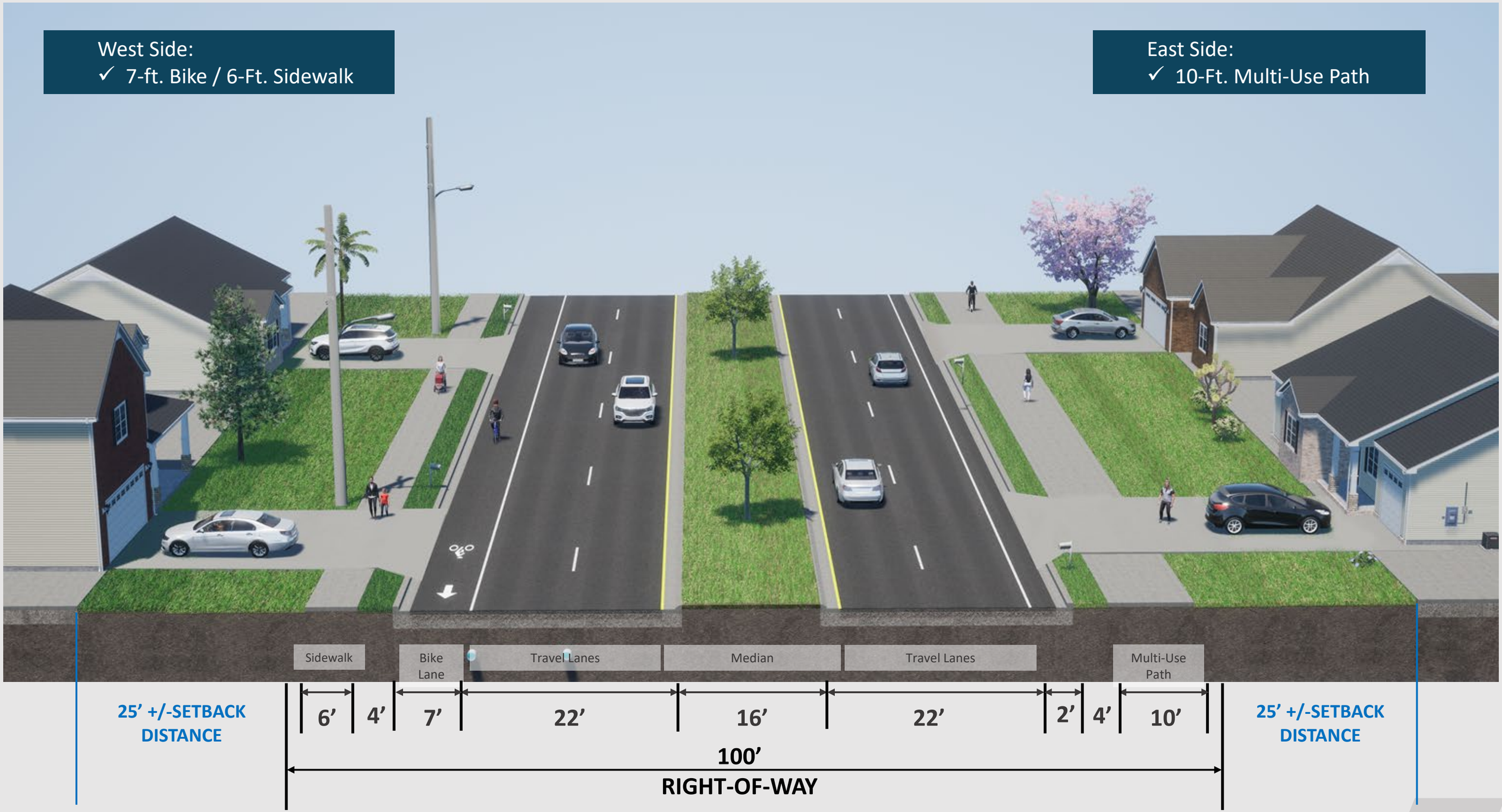
25' +/-SETBACK DISTANCE

Preferred Option from Public Meeting

Engineer's Recommended Alternative

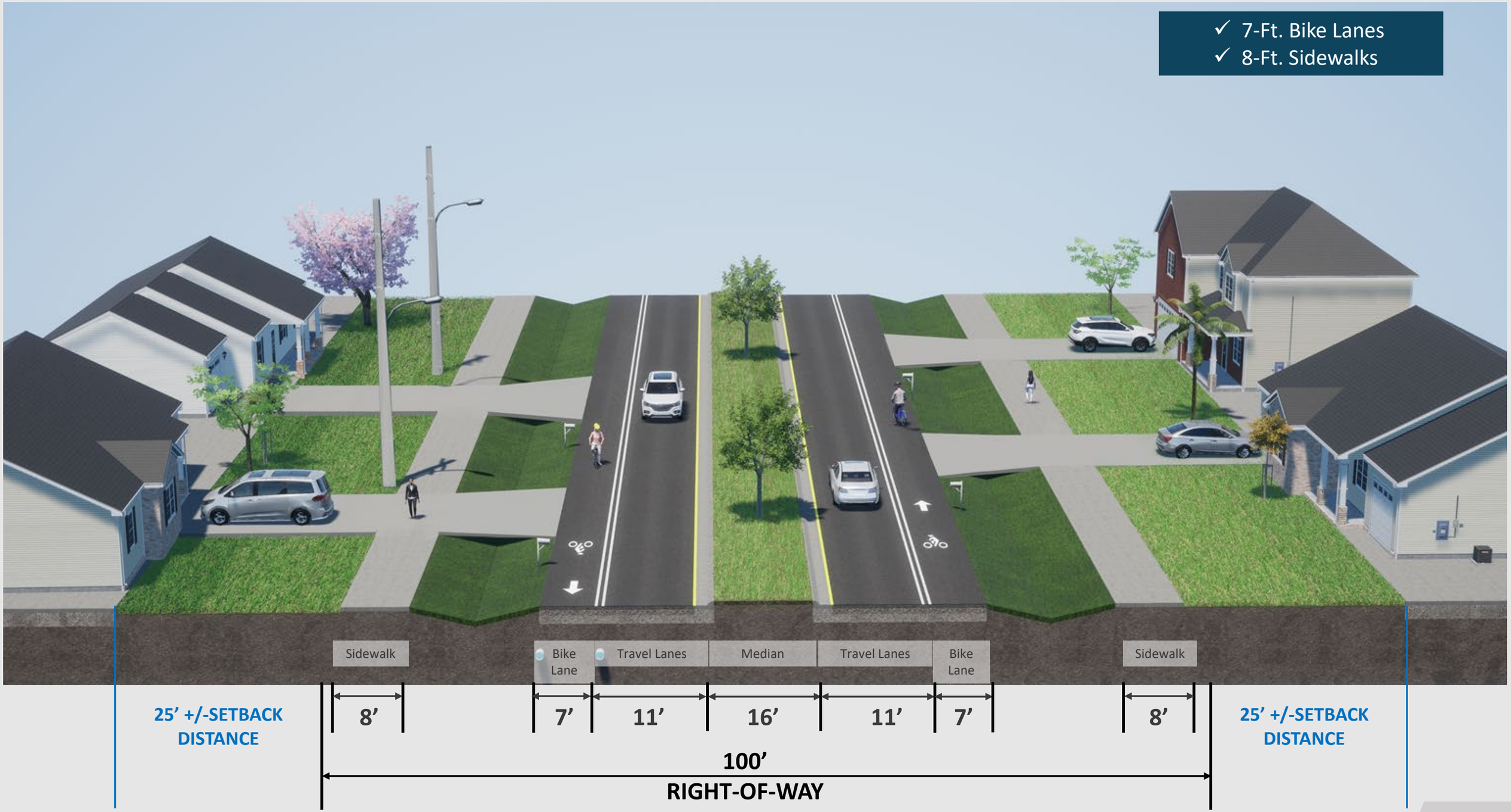
Option 2

4-Lane Typical Section Alternative



Option 3

2-Lane Divided Typical Section Alternative



4-Lane Typical Section (Options 1 & 2):

- Addresses the multi-modal needs identified for the corridor.
- Provides an adequate Level Of Service (LOS C/D) for year 2050 traffic projections.
- Conceptual cost estimate for construction $22 million
  - Includes potential water and sewer relocation.
  - Does not include R/W acquisition.

3-Lane Typical Section (Option 3):

- Addresses the multi-modal needs identified for the corridor.
- Traffic Level Of Service begins failing (LOS F) in 2040, both on corridor & at side street intersections.
- Conceptual cost estimate for construction $18 million
  - Includes potential water and sewer relocation.
  - Does not include R/W acquisition.

Project Next Steps

Staff Recommends Council approve design **Option 1**

- <u>Next Steps Pending Approval:</u>
  - Finalize Feasibility Study w/Preferred Alternative
  - Preliminary & Final Design Plans *(1-Year timeframe)*
  - Hold Public Involvement Meeting after 60% Design

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Proposal Evaluation
Facility Security Systems, Equipment, and Software with Related Services RFP #121024

	Possible Points	All State Communications	Alltrees, LLC	American Signal Corporation	APi National Service Group	Bluum	Care Security Systems	CentrAlert Inc	Civic Tech Solutions	Convergint	Cosco Fire Protection, Inc	Covert Security Solutions Inc.	Delta Services LLC	Everon, LLC
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	35	35	37	42	38	37	36	33	42	36	34	38	43
Ability to Sell and Deliver Solutions	150	99	101	107	130	113	103	102	93	131	104	106	106	126
Marketing Plan	100	71	67	65	81	77	75	75	77	86	72	76	74	82
Value Added Attributes	100	67	72	68	69	70	71	71	69	80	70	73	71	77
Pricing	400	269	269	300	310	285	293	302	283	328	255	297	267	336
Depth and Breadth of Offered Solutions	200	130	137	129	155	143	143	133	138	176	130	145	141	166
Total Points	1,000	671	681	706	787	726	722	719	693	843	667	731	697	830
Rank Order		35	33	26	7	22	23	24	29	4	36	18.5	28	5

	Possible Points	flip lok llc	Garrett Metal Detectors	Genetec, Inc.	Guardian School Security Systems	Honeywell	Integrated Fire & Security Solutions Inc	Johnson Controls, Inc.	Managed Methods	March Networks, Inc.	MIDL Technology Inc.	Montel Technologies, LLC	Motorola Solutions, Inc.
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	-	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	36	37	40	37	43	33	44	-	35	35	36	38
Ability to Sell and Deliver Solutions	150	111	99	120	109	129	96	135	-	112	106	106	114
Marketing Plan	100	78	65	73	78	79	68	85	-	69	77	80	63
Value Added Attributes	100	75	64	73	75	80	66	85	-	71	75	75	77
Pricing	400	296	301	308	284	344	276	343	-	318	296	325	282
Depth and Breadth of Offered Solutions	200	135	124	146	145	174	141	179	-	138	144	148	155
Total Points	1,000	731	690	760	728	849	680	871	-	743	733	770	729
Rank Order		18.5	30.5	11	21	3	34	1	-	14	17	10	20

	Possible Points	NetSource Educational Technologies, LLC	Packetalk	Pavion Corp	PLATINUM NETWORKS GROUP LLC	PVPII-FNSS Aqcuisition, Inc. dba Global GRAB Technologies, Inc.	Real Time Networks Inc.	Securitas Technology Corporation	Siemens Industry, Inc.	Skyline Technology Solutions, LLC.	Sonitrol Services of New York Inc	The Cook and Boardman Group, LLC	USA Security
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	36	36	39	37	39	41	43	45	38	34	40	35
Ability to Sell and Deliver Solutions	150	96	111	115	103	106	127	122	133	121	88	126	95
Marketing Plan	100	64	64	77	69	76	87	75	81	76	70	81	68
Value Added Attributes	100	61	72	74	76	73	79	74	86	72	72	71	65
Pricing	400	291	265	276	317	329	307	326	345	282	301	303	310
Depth and Breadth of Offered Solutions	200	138	142	161	150	135	137	158	177	150	139	160	140
Total Points	1,000	686	690	742	752	758	778	798	867	739	704	781	713
Rank Order		32	30.5	15	13	12	9	6	2	16	27	8	25

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Brandon Town
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Brandon Town, NIGP-CPP, CPSM, CPSD
Senior Procurement Analyst

DocuSigned by:
Julie Riebe
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Julie Riebe
Procurement Analyst II

Signed by:
Joshua Young
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Joshua Young, CPPB, NIGP-CPP
Procurement Analyst II

DocuSigned by:
Nicole Lueth
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Nicole Lueth
Procurement Analyst