PORT ST. LUCIE HARD OF THE TREASURE COAST

City of Port St. Lucie

Procurement Management Division

Nathaniel Rubel, Assistant Director 121 SW Port St. Lucie Blvd,, Port St. Lucie, FL 34984

[XGD SYSTEMS, LLC DBA ECO BLUE SYSTEMS] RESPONSE DOCUMENT REPORT

GEN No. 20250085

<u>Drainage Improvements at the Saints Golf Course</u>

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)

Drainage Improvements at the Saints Golf Course

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	I .		1	1	\$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 2^{st} and with good weather and working conditions we would expect to be on site 40 calendar days with a completion date of July 10^{th} .

*all trenches are dug with laser guided equipment to ensure positive drainage of all drain lines

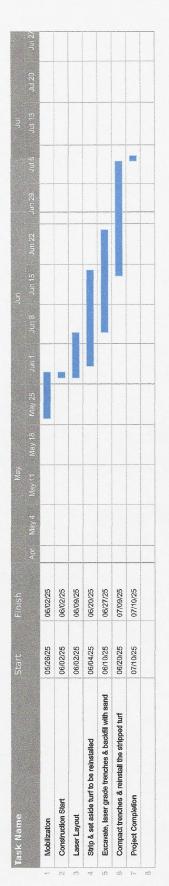






Drainage Improvements at the Saints Golf Course

Proposed Construction Schedule
Drainage Improvements at The Saints Golf Course
XGD Systems LLC
March 18, 2025





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

(Name, legal status and principal place of husiness)

Atlantic Specialty Insurance Company 805 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 (I) 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 logal 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 XGD Systems, LLC (Principal) (Seal) (Witness) (Title Specialty Insurance Company (Swely) (Seal) Angelo G Zervos , Attorney-In-Fact CAUTION: You should sign an original ATA Contract Document, on which this text appears in RED. An original assuras that



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.

ORPOMATE AS SEAL OF THE PROPERTY OF THE PROPER

By Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY
Sarah A. Kolar, Vice President and General Co

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

This Power of Attorney expires January 31, 2030 OSEAL OF THE PROPERTY OF THE P

Kara L.B. Barrow, Secretary



Melanie S. Griffin, Secretary



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION STATE OF FLORIDA

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

SSUED: 08/23/2024

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.



Attachment B - E-Bid #20250085

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.

Date	ed at 2432 NE Myrtle (Location)	St, Jensen Beach, FL 34	4957 , this 18th day of	March, 2025	
Nan	ne of Organization/Con	tractor: XGD System	ns, LLC		
By:	Gooff Corlett CEO				
1.	Corporation, Partnershi	p, Joint Venture, Individ	dual or other? Corporation	n	
2.	Firm's name and main o	office address, telephone	e and fax numbers		
		XGD Systems, LLC			
		2432 NE Myrtle St Jensen Beach, FL 34957	7		
	Telephone Numb	er: 772 286-3419			
	Fax Number:	7/2 280=3419			
3.	Contact person:	Michael Kalmar	n Email: _mks	alman@xgd.systems	
4.	Firm's previous nan	nes (if any).			
5.	How many years ha	s your organization been	n in business? 21		-
6.			om a government entity?		
7.		KNOWLEDGMENT -	Bidder acknowledges that	the following addenda	a have been
	Addendum Number #1	Date Issued March 10, 2025	Addendum Number	Date Issued	

- Attachment B E-Bid #20250085
- 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.

eisland.com

	Project Number 1
Project Name:	Callawassie Island Club
Description & size:	Golf course renovation project and included 11 acres of 2" draina
Location:	Okatie, SC
Client Name, Phone Number	er & Email: Billy Bagwell, 843 987-2125; wbagwell@callawas
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 wit	hin 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	
Value of Total Contract:	\$5,839,597.90 included \$179,740.00 for drainage
Date of Completion:	November 2024
Firm's Percentage of Total	
Number of Change Orders:	none for drainage work
Value of Change Orders:	N/A
Was Project Completed on	
Was Project Completed wit	hin Budget? Yes
	Project Number 3
Project Name:	Wilmington Municipal Golf Course

Attachment B - E-Bid #20250085 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 Marietta, GA Location: acountryclub.org

Client Name, Phone Number & En	nail: Scott Lambert, 770 953-2100, slambert@atlanta
Value of Total Contract:	\$905,962.95
Date of Completion:	September 2023
Firm's Percentage of Total Contract	et: 100%
Number of Change Orders:	none
Value of Change Orders:	N/A

Was Project Completed within Budge	t? Yes				
ist subcontractors and major material su heets if necessary. Attach all licenses a	appliers for the	project. Includ ons that quali	le telephone fy them to	e numbers. Inspersorm the	sert a work
No subcontractors, we will perf	orm all work				
			411.2		
				4	
Contractor; refused to enter into a contra he past five (5) years or been declared to the last five (5) years? List the name pages if needed.	to be in default	in any contra	ct or been a	assessed liquid	ontra lated
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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:

List any judgments from lawsuits in the last five (5) years: No judgements (N/A is not an acceptable answer - insert lines if needed) List any criminal violations and/or convictions of the Proposer and/or any of its principal No criminal violations and/or convictions (N/A is not an acceptable answer - insert lines if needed)	(N/A is not an acceptable answer - insert lines if	'needed)
List any criminal violations and/or convictions of the Proposer and/or any of its principal No criminal violations and/or convictions	List any judgments from lawsuits in the last five No judgements	e (5) years:
	(N/A is not an acceptable answer - insert lines if	needed)
(N/A is not an acceptable answer - insert lines if needed)		
	List any criminal violations and/or convictions on the No criminal violations and/or convictions	of the Proposer and/or any of its principals
	No criminal violations and/or convictions	
	No criminal violations and/or convictions	



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	CONTACT Christina Zervos			
Zervos Insurety Services	PHONE FAX (A/C, No, Ext): (A/C, No):			
4443 Lyons Road, Suite D-212 Coconut Creek, FL 33073	E-MAIL ADDRESS: Christina@zervosins	s.com		
	INSURER(S) AFFORI	DING COVERAGE	NAIC#	
	INSURER A : Continental Insurar	nce Company	35289	
INSURED	INSURER B : National Fire Insurance Hartford		20478	
XGD Systems LLC	INSURER C : Continental Casualty Company INSURER D : INSURER E :			
2432 NE Myrtle St				
Jensen Beach, FL 349575928				
	INSURER F:			

REVISION NUMBER: COVERAGES CERTIFICATE 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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY	INSD	VVVD		(Mile) DD/11111	(11111/02/11/11/1	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	х	х	6046384824	3/31/2024	3/31/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	x Contractual	^	^				MED EXP (Any one person)	\$	15,000
	X X, C, & U						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
В	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	Х	Х	4034991272	3/31/2024	3/31/2025	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY	^					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONET							\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION\$							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	X	4034991286	3/31/2024	3/31/2025	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED?						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	L&R Equip			6046384824	3/31/2024	3/31/2025	\$495,000/Item		
Α	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	CANCELLATION
City of Port St. Lucie 121 SW Port St. Lucie Boulevard	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Port Saint Lucie, FL 34984	AUTHORIZED REPRESENTATIVE





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.

30020002460463848242802





CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors with Products-Completed Operations Coverage Endorsement

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, includina:
 - 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

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.





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.

30020002460463848242803



Policy No: 6046384824
Endorsement No: 10
Effective Date: 03/31/2024



CNA

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:

CNA74845XX (4-15)

Page 1 of 6

The Continental Insurance Co.

Insured Name: XGD SYSTEMS, LLC

Policy No: 6046384824

Endorsement No:

9

Effective Date: 03/31/2024

30020002460463848242799



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

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

CNA74705XX (1-15)

Policy No: 6046384824 Endorsement No:

Page 2 of 17

The Continental Insurance Co.

7

Insured Name: XGD SYSTEMS, LLC

Effective Date: 03/31/2024





Contractors' General Liability Extension Endorsement

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:

30020002460463848242790

CNA74705XX (1-15) Page 3 of 17 The Continental Insurance Co. Insured Name: XGD SYSTEMS, LLC

Policy No: 6046384824 Endorsement No: 7 Effective Date: 03/31/2024

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- 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

CNA74705XX (1-15)

Page 4 of 17

The Continental Insurance Co.

Insured Name: XGD SYSTEMS, LLC

Policy No: 6046384824

Endorsement No:

Effective Date: 03/31/2024



Workers Compensation And Employers Liability Insurance

Policy Endorsement



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.

Form No: WC 00 03 13 (04-1984) Endorsement Effective Date:

Endorsement No: 12; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 4 34991286 Policy Effective Date: 03/31/2024

Policy Page: 227 of 350

Endorsement Expiration Date:

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 <u>DemandStar's Website</u> for retrieval. All notice of intent to award documentation will be published on the <u>City Clerk's Website</u>. 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

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.

	0.00	Dollars	
		(Written)	(Figures)
3.	The amount	listed above has been in	cluded within the Base Bid.
	Certified:	XGD System	s, LLC
	By:	(Company-C	Geoff Corlett, CEO
		(President's	Signature) Typed or Printed Name)
		scribed before me in	St. Lucie County, Florida on
the	18th day of	March , 20 <u>25</u>	Rotary Public
			BRUCE C. SHELDON Commission # HH 196306 Expires March 8, 2026 Region The Tree Fain Insurance 800-365-7019

NON-COLLUSION AFFIDAVIT Solicitation 20250085

State of	fFlorida	4					
County	of <u>Martin</u>		}}				
	Geoff Corlett		, being first duly s	worn, disposes and says that:			
	(Name/s)						
1.	They are	CEO	of_XGD Systems, LLC	the Proposer that			
	(Ti	tle)	(Name of C	ompany)			
has sub	mitted 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	1)	>					
(Title) _	CEO						

STATE OF FLORIDA } COUNTY OF ST. LUCIE} SS:

	d hafara ma this (Data) March 18 2025
The foregoing instrument was acknowledged	d before me this (Date) March 18, 2025
by:Geoff Corlett	who is personally known to me er who has produced
	as identification and who did (did not) take an oath.
Commission No. HH 196306	
Notary Print: Bruce C. Shelo	
Notary Signature: Brus C. Hu	



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, <u>City official</u>, 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

Attachment B - E-Bid #20250085

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.
- o 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		4	
Printed Name and Title		Geoff Corlett, CEO	
DateMarch 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:

- 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
- 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								
Geoff Corlett, CEO								
Signature of Authorized Officer	Printed Name and Title of Authorized Officer or Agent							
SUBSCRIBED AND SWORN BEFORE ME								
ON THIS THE 18th DAY OF MARCH	PRUCE C. SHELDON Commission # HH 196306 Expires March 8, 2026							
NOTARY PUBLIC Bruce C. Sheldon	Bondad 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

	(Name of Business)				
•	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.				
.	Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).				
	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.				
5.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.				
	person authorized to sign the statement, I certify that this firm complies fully with the above ements.				
	Bidder's Signature				
	March 18, 2025 Date:				

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

XGD Systems, LLC					

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 Çorlett	
Print Name	
Signature	

(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.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Give form to the requester. Do not send to the IRS.

	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregentity's name on line 2.)	arded entity, enter the own	ner's name	on lir	ne 1, ar	d ente	r the b	usine	s/dis	regar	ded
Print or type. c Instructions on page 3.	XG	GD 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					Exe Con	4 Exemptions (codes apply only to certain entitles, 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.)					
Sec					e and a	and address (optional)						
		2432 NE Myrtle Street 6 City, state, and ZIP code										
		Jensen Beach, Florida 34957										
	-	7 List account number(s) here (optional)										
Par	t I	Taxpayer Identification Number (TIN)				ecurit						
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 <i>How to get a TIN</i> , later.		er ider	tificat	ion nu	- E							
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.			- -	1 2	5	4 7	3	0				
Part II Certification												
		nalties of perjury, I certify that:									***************************************	
1. The	nur	nber shown on this form is my correct taxpayer identification number	er (or I am waiting for a	number to	be i	ssued	to me	e); and	d			
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											
		TCA code(s) entered on this form (if any) indicating that I am exempt										
becau: acquis	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	Dat	e di	en		0	13	25			
Ger	10	ral Instructions	New line 3b has bee				. A flc	1	*************	entit	y is	Eteritoriores (a
	n re	ferences are to the Internal Revenue Code unless otherwise	required to complete the foreign partners, owner	his line to	indic eficia	cate th	at it h vhen it	as dir t prov	ect o	r indi he F	rect orm \	N-9
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted			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									

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.

after they were published, go to www.irs.gov/FormW9.

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