



"A City for All Ages"

City of Port St. Lucie

Electronic Request for Proposals ("eRFP")

Event Name: Professional Architectural and/or Landscape Architectural Services

eRFP Number: 20220118

1. Project Information

1.1 Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.05](#), the City of Port St. Lucie, a Florida municipal corporation ("City") is requesting Proposals from qualified firms to provide Professional Architectural and/or Landscape Architectural services on a continuing contract basis as identified in the Scope of Services.

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 eBid until a City generated Purchase Order is submitted to the contracted contractor (or the eBid 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 eBid 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 of this topic can be found on the Cone of Silence and eBid Communication Document.

1.3 Scope of Work

The City of Port St. Lucie is in St. Lucie County on the eastern coast of south Florida, frequently referred to as the Treasure Coast. The City has an estimated population of 224, 000 as of April 2022 and is a suburban city transitioning to an urban center. For more information about the City of Port St. Lucie, please visit our website at www.cityofpsl.com.

Pursuant to Section 287.055, Florida Statutes, identified as the Consultant's Competitive Negotiation Act, The City of Port St. Lucie (the "City") invites qualified architectural and engineering firms to submit Statements of Qualifications to provide continuing architectural and /or landscape architectural services to the City in response to this Request for Proposals.

Cost Limitations

All Project Agreements under this contract shall meet the following cost limitations in accordance with Section 287.055, F.S.:

1. Professional Services for Study Activity Projects shall not exceed five hundred thousand dollars (\$500,000); or

2. Professional Services shall be for construction projects not exceeding 4 million dollars (\$4,000,000); or
3. Professional Services for work of a specified nature as outlined in the Continuing Services Agreement.

The scope of work to be performed by the selected consultant shall include, but not limited to:

- Pre-design services for proposed projects.
- Design Services – within the scope of the practice of architecture and/or landscape architecture, provide preliminary design, construction documents (including specifications), cost estimates, and bidding assistance.
- Permitting Services – assist with acquiring necessary approvals required by all local, regional, state, and federal jurisdictional agencies.
- Plan Review Services – review of submittal documents to ensure conformance with the City's codes, regulations and applicable design standards.
- Construction Administration Services – on site observations to enable consultant's certification as required by regulatory agencies and ensure that the facilities are constructed in compliance with approved plans and specifications. Development of punch list or documentation of site deficiencies may be requested as part of this effort.
- Consultant may be requested to participate in a meeting, virtual or in person, to discuss technical details of comments. The City staff managing the project would always be participating in the meeting as well.
- Consultant may be requested to assist staff in suggesting edits or revisions to City code to more effectively carry out the vision of the City.

The successful firms or individuals will be able to demonstrate competency and experience in the design of and/or peer review of landscape plans for commercial, industrial and residential developments. Specifically, the City is seeking the following characteristics in a consultant:

- A professional degree in architecture, landscape architecture or urban design
- Licensed Architect or Landscape Architect in the State of Florida and at least 5 years of experience in architectural, landscape architect or urban design
- Commitment of staff to ensure the ability to complete work in a timely manner
- Experience working with municipal clients
- Ability to review electronic project files (pdf's)
- Strong client recommendations/references

The Successful Consultants shall provide all labor, materials, equipment, supplies and travel to provide Professional Services to include, but not be limited to, the following disciplines and sub-disciplines as applicable:

Proposers may submit a Proposal for either Architectural Services or Landscape Architectural Service, or both and/or sub-disciplines as applicable to Proposer's qualifications and expertise. **Proposers must submit a separate complete proposal for each discipline.**

Disciplines:

- 1) Architectural Design Services
Sub-disciplines as applicable including but not limited to:
 - a) Civil
 - b) Mechanical
 - c) Electrical
 - d) Plumbing
 - e) Structural
 - f) Plan Review Services

- g) Design Criteria Package
- h) Space needs analysis
- i) CEI Services
- j) Site Selection Services
- k) Construction Administration
- l) Universal Design
- m) Master Site Plan
- n) Conceptual Site Plan
- o) Design Standards Review and Development
- p) Any other services which may be associated with Architectural Services

and/or

2) Landscape Architecture Design Services

Sub-Disciplines as applicable including but not limited to:

- a) Planting Design
- b) Irrigation Design
- c) Master Planning Services
- d) City Code Review and Development
- e) Hardscape Layout and Detailing
- f) Landscape Restoration Review for Code Enforcement and Compliance
- g) Specification Writing
- h) Grading and Land Sculpturing
- i) CEI Services
- j) Planning and Urban Design Services
- k) Environmental Graphics and Signage
- l) Streetscape Design
- m) Site Inventory and Analysis
- n) Design Standards and Guidelines
- o) Recreational and Parks Planning and Design
- p) Landscape Lighting Design
- q) Corridor Studies
- r) Public Involvement and Information Programs
- s) Water Features (Fountains and Water Play)
- t) Horticulture and Grounds Maintenance Program
- u) Pedestrian and Facility Design
- v) Presentation Graphis
- w) Public Art
- x) Project Management
- y) Construction Administration
- z) Any other services which may be associated with Landscape Architecture.

The selected firms will be placed on a rotation list managed by the Procurement Management Department to ensure there is equitable distribution of work. The order of qualifying firms will be determined by the ranks identified in the shortlist. For example: The #1 ranked firm will be first on the rotation list, the second ranked firm will be second on the rotation list and so on.

I.4 Overview of the eRFP Process

The objective of the eRFP is to select a qualified consultant to provide the services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from consultants for potential award. All qualified consultants are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process

will be publicly announced, by the City Clerk’s Office, to include the names of the participating consultant and the evaluation results. Subject to the protest process, final contract award will be publicly announced thereafter.

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 eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
Pre-Proposal Conference Location: Attendance is:	N/A	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	August 16, 2023	5:00 p.m. ET
Responses to Written Questions	August 18, 2023	5:00 p.m. ET
Proposals Due/Close Date and Time	August 31, 2023	3:00 p.m. ET
Initial Evaluation Committee Meeting to Review Scored Proposals	September 21, 2023	2:00 p.m. ET
Negotiations with Identified contractor(s) (on or about); discretionary process	TBD	TBD
Final Evaluation (on or about)	TBD	TBD

1.6 Official Issuing Officer (Procuring Agent)

Name: Michelle Fentress, Procurement Agent I
Email: mfentress@cityofpsl.com

1.7 Definition of Terms

Please review the following terms:

CCNA – (“Consultants’ Competitive Negotiation Act.”) Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. [Florida Statute 287.055](#)

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 eRFP.

Immaterial Deviation- does not give the consultant a substantial advantage over other consultants.

Material Deviation- gives the consultant a substantial advantage over other consultants and thereby restricts or prevents competition.

Procurement Management Division (“PMD”)- The City department that is responsible for the review and possible sourcing all publicly sourced solicitations.

Proposer – an individual or organization who submits a proposal in response to a request for proposal (RFP).

Responsible- means the consultant, 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 Proposer, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- [DemandStar](#)

Any special terms or words which are not identified in this eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Proposers” of this eRFP.

1.8 Contract Term

The initial term of the contract(s) is for three (3) years with two (2) one-year options to renew. Unless this eRFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

2. Instructions to Bidders/Proposer

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer’s submitted pricing.

By submitting a response to the eRFP, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

Responding Consultants 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 Consultant will in no way relieve them from contract responsibility.

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted consultant (or the eRFP is officially cancelled), Proposers 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 Pre-Proposal Conference (if any), or as defined in this eRFP 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 consultant violating this provision. Further information of this topic can be found on the Cone of Silence and eRFP Communication Document.

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 “Issuing Officer” of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers 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. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

2.1.4. Attending Pre-Proposal Conference

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposer must attend the conference in its entirety to be considered eligible for contract award. The Consultant 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 consultants are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. The City's Right to Request Additional Information – Consultant's Responsibility

Prior to contract award, the City must be assured that the selected consultant has all of 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 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 consultant's ability to perform, if awarded, the City has the option of requesting from the consultant any information deemed necessary to determine the consultant's responsibility. If such information is required, the consultant will be so notified and will be permitted approximately seven 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 eRFP will not be considered. The Consultant's response must be complete in all respects, as required in each section of this eRFP.

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 Consultant'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 of 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 eRFP**. A Consultant's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. 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 [Florida Statute 287.133](#) 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 eRFP

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the eRFP, they shall immediately notify the City of such error in writing

and request modification or clarification of the document. Any modification made to this eRFP will be issued as an addendum. Written notice will be posted to DemandStar 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 eRFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the consultant shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the consultant submitted its response) unless expressly stated otherwise in the consultant's response. **THEREFORE, EACH CONSULTANT IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Consultants 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 eRFP at any time.**

2.1.9. Assigning of the Contract & Use of Subconsultants

Except as may be expressly agreed to in writing by the City, Consultant shall not assign, sell, transfer or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the prior written consent of the City.

The successful Proposer shall provide a listing of all subconsultants, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City if requested. Such list shall be accompanied by an experience statement for each such subconsultant, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subconsultant, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute.

If apparent successful Proposer declines to make any such substitution, City may award the Contract to the next acceptable Proposer that proposes to use acceptable subconsultants, suppliers, and other persons and organizations. Any subconsultant, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Consultant enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Consultant of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subconsultants, agents, and employees. All restrictions, obligations and responsibilities of the Consultant under the Contract shall also apply to the Subconsultants. Any contract with a Subconsultant must also preserve the rights of the City. The City shall have the right to request the removal of a Subconsultant from the Contract with or without cause.

2.1.10. Proposal of Additional Services

If a Consultant indicates an offer of services in addition to those required by and described in this eRFP, 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 Ordinance 20-15 Sec. 35.14](#).

2.1.12. Costs for Preparing Responses

Each Consultant'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 Consultant. 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 eRFP, including anything considered by the Consultant to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the 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 Consultant is hereby cautioned to NOT submit any documents that the Consultant 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 Consultant 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. Consultants should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Consultants are encouraged to utilize the training materials identified in Section 2.2 of this eRFP to ensure a successful submittal in response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is only communicated through the posting of this eRFP as an event in DemandStar. This eRFP is being conducted through DemandStar an online, electronic tool, which allows a consultant to register, logon, and upload any necessary documents. Each consultant interested in competing to win a contract award must complete and submit a response to this eRFP using DemandStar. Therefore, each consultant MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this RFP document.

2.2.2. eRFP Review

The eRFP consists of the following: this document, entitled "PSL eRFP Document", and any and all information included in the eRFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the eRFP or links contained within the eRFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5).

2.2.3. Reviewing, Revising or Withdrawing a Submitted Response

After the response has been submitted, the consultant may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. **PROPOSAL SUBMISSION.** Upload in one file, the proposal response (Bid Reply) formatted as instructed in Section 2.2.4 of this document. All proposals 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.
 - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the consultant temporarily losing a connection to the Internet.
 - B. Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents.
2. **REVIEW AND REVISE.** In the event the Consultant desires to revise a previously submitted response, the Consultant may revise the response. If the revisions cannot be completed in a single work session, the Consultant should save its progress." Once revisions are complete, the Consultant **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 consultant temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Consultant may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Consultant desires to withdraw its response after the closing date and time, the Consultant must submit a request in writing to the Issuing Officer.

2.2.4. Proposal Format / Evaluation Criteria

Instructions to Respondents

The Respondent's PROPOSAL must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of the page. Submittals must be in a font no smaller than 11. Submittals should be concise, provide only the information requested. and adhere to the page limits set forth herein.

Proposals must include the following information in this order:

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 1 – Firms Qualifications

- A. Form 330

- B. Identify whether these key individuals gained experience within the company or outside the company and with whom, years worked. (Please include with Form 330).
- C. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.)
- D. Include associated qualifications/references for sub-consultants or subcontractors, if any, proposed.
- E. Include an organizational chart and/or workflow chart to identify each key role.

Tab 2 – Methodology/Approach

- A. Provide information specific to this solicitation that best displays the approach and methodology that will be used to complete the scope of work (planning, schedules, coordination, tracking, management systems, etc.).

Tab 3 – Certified Minority Business Enterprise

- A. Provide official certification documentation provided by the state.

Tab 4 – Additional Required Proposal Submittal Forms

Additional forms required to be completed with the submitted proposal can be found in **Attachment B**. Please attach additional sheets if necessary to provide all of the required information.

- Contractor's General Information Work Sheet
- Cone of Silence Form
- Contractor's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form
- Truth in Negotiation Form

3. General Insurance

This section contains general business requirements. By submitting a response, the Consultant is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Consultant's submitted pricing.

3.1. Standard Insurance Requirements

The Consultant 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 the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant 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, and as may be amended from time to time, 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 Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. 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 the Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Consultant 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 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 and 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 and shall be listed as additional insured and include Contract #20220118 – Professional Architectural and/or Landscape Architectural Services."** 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. 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 Consultant 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.

4. Business Automobile Liability Insurance: The Consultant 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 Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant 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: Consultant 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 City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants that the

retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If 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 Contract, the Consultant 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 Consultant 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 Consultant for any and all claims under this Contract. 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 bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language "when required by written contract". If the consultant, independent consultant and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the consultant/independent consultant/subconsultant.

The Consultant 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 consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Consultant must review the City's Standard Contract for further details and coverage requirements.

Within ten (10) business days of award, the awarded consultant 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 Consultant'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.

4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the eRFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful consultant 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 eRFP as described further in Section 6.7 "Public Award Announcement" of this eRFP.

4.1 Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

4.2 Evaluating Proposal Factors

If the consultant's proposal passes the Administrative/Preliminary Review, the consultant's proposal will be submitted to the Evaluation Team for evaluation.

4.2.1 Review of Proposals

Procurement Management will review each proposal in detail to determine its compliance with the eRFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 4.3 "Scoring Criteria" of this eRFP.

The consultant will receive a total score at the conclusion of the evaluation of the eRFP Evaluation Factors.

4.3 Evaluation Criteria

The proposal will be scored in the following manner:

Category	Points
Firm's Qualifications (Form 330)	Maximum 300 points
Personnel & Experience and Knowledge (Form 330)	Maximum 300 points
Methodology/Approach	Maximum 350 points
Certified Minority Business Enterprise	Maximum 50 points
Total	Maximum 1000 points

4.4 Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the consultant's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONSULTANT (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONSULTANT WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

4.4.1 Overview of Negotiations

After the Evaluation Team has scored the consultants' proposals, the City may elect to enter into negotiations with all responsive and responsible consultants or only those consultants identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those consultants included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the eRFP has been cancelled.

4.4.2 Negotiation Instructions

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

1. **Negotiation Invitation:** Those consultants identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Consultants will be notified in writing:
 - a. the general purpose and scope of the negotiations;

- b. the anticipated schedule for the negotiations; and
- c. the procedures to be followed for negotiations.

2. Confirmation of Attendance: Consultants who have been invited to participate in negotiations must confirm attendance.

4.4.3 Competitive Range

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all responsive and responsible consultants, (2) limit negotiations to those consultants identified within the competitive range, or (3) limit negotiations to the number of consultants with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those consultants identified within the competitive range, the City will identify the competitive range by (1) ranking consultants' proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible consultants is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked consultants as determined by the Total Score.

4.4.4 Negotiation Round Completion

As part of each negotiation, the City may or may not engage in verbal discussions with the consultants. However, whether or not the City engages in verbal discussions, any revisions the consultant elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer

4.5 Selection and Award

The responsive and responsible consultant receiving the highest Scored proposal and with whom the City is able to reach agreement as to contract terms will be selected for award.

4.6 Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite consultants to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Consultant requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Consultants are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the consultant's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Consultant's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Consultant's name, eRFP number, and item number. Failure of Consultant to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

4.7 Public Announcement

The preliminary results of the evaluation(s) will be announced through the public posting of either a Notice to Proceed Negotiation with Consultant(s) or Notice of Intent to Award by the [City Clerk's Office](#). 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 35.14. The NOIA (if any) will identify the apparent successful consultant(s), unsuccessful consultant(s), and the reasons why any unsuccessful consultants were not selected for contract award. **NO CONSULTANT SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONSULTANTS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR THE POSTING OF THE NOTICE TO PROCEED NEGOTIATION WITH CONSULTANT(S) AND/OR THE NOIA.**

5. Payment

To ensure proper payment the awarded Consultant must:

1. The City shall have not less than the allowable time under the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes (as amended) 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 Consultant.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Consultant within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Consultant 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 only make payments on authorized transactions.
10. All invoices must be sent to the Project Manager assigned by the City

Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Consultant can take advantage of this program and in consideration, receive payment within several days instead Florida Prompt Payment Act NET 25 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 zero (0) percent discount applies.

6. Contract Terms and Conditions

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful consultant's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from [DemandStar \(Attachment A – PSL Contract Agreement\)](#). The successful consultant's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded consultant(s) and any subsequent revisions to the awarded consultant's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the consultant to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the consultant's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Consultants should plan on all expressed requirements within this eRFP, and City attached documents and links contained in this posted solicitation as being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the consultants. The City may supplement or revise contract terms and conditions and/or service specific requirements before contract execution.

Exception to Contract

By submitting a proposal, each consultant acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change. If a consultant takes exception to a Contract Provision or Solicitation Requirement, the consultant 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 consultant's response in Section 8. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the consultant is selected for potential award, the consultant 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 period identified in the schedule of events. Failure to resolve

any contractual issues will lead to rejection of the consultant. The City reserves the right to proceed to discussions with the next best ranked consultant.

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 consultant. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the consultant 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 consultant 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.

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 Consultant attached hereto), the RFP (including any subsequent addenda and written responses to proposers' questions), and the Consultant'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 eRFP.
- (iii) Third, by giving preference to the specific provisions of the Consultant's Response, except that objections or amendments by a consultant that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

7. List of eRFP Attachments

The following documents make up this eRFP. Please see Section 2.2.2 "eRFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

Project Related Attachments:

- Attachment A – PSL Sample Contract Agreement

Attachment B – Required Forms

- Contractor's General Information Worksheet
- Code of Silence Form
- Contractor's Code of Ethics Form
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form
- Truth in Negotiation Form

**Any documents indicated this eRFP must be returned in the system as a part of the response by the Consultant. Failure to supply the completed document(s) may deem the Bidder as non-responsive.

**CITY OF PORT ST. LUCIE
SAMPLE CONTRACT
(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)**

This Contract, executed this _____ day of _____, 2023, 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 _____, hereinafter called "Consultant". City and Consultant 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, Consultant is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Consultant to provide Professional Architectural and/or Landscape Architectural Services as well as other tasks (Work) more specifically described in this Contract based on the terms and subject to the conditions contained herein; and

WHEREAS, Consultant is qualified, willing, and able to provide the Scope of Services and Work / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Consultant to perform the Scope of Services and work / 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 fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Consultant: TBD

City Contract Administrator: Michelle Fentress
Procurement Agent I - Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222 / FAX 772-871-7337
E-mail: mfentress@cityofpsl.com

City Project Manager: Per Project Basis.

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

This specific work that the Architect and/or Landscape Architect has agreed to perform pursuant to the RFP #20220118, **Professional Architectural and/or Landscape Architectural Services**, including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference for the City. Separate contracts will be created for the projects requiring Architectural and/or Landscape Architectural Services, as determined by the City. Depending upon the individual project, compliance with various federal guidelines may be required. A broader more defined scope of work will be developed for each individual project.

The first order of the qualifying firms will be determined by ranking. The number one ranked firm will be first in the rotation; the number two firm will be ranked second on the rotation, and so on. The method of award for the 'Continuing Services Projects' will be based on a strict rotation basis per the maximum amount per year as established by the various departments for the term of the Contract. Once that maximum amount per award is met, the firm will not be eligible for other projects for that Contract period until the other firms in the rotation have reached equitable amounts for the remaining term of the Contract. The Procurement Management Division will establish a data base and monitor the rotation of the awards to the firms.

The following EXCEPTIONS shall apply to the rotation list:

1. The prime firm selected under the continuing contracts may not function as a prime consultant for another discipline for the same project. If that situation arises, the next firm in the rotation will be utilized and that skipped firm will be first in line for the next project in the rotation.
2. The exception to #1 is that one firm is able to provide all disciplines (all-inclusive firm) as defined in the scope of work.
3. When the maximum dollar amount per Contract period is met by a firm is a prime, that firm will not receive another award until all firms in the rotation have received equitable dollar amounts of awards.
4. If a firm indicates in writing that it is unable to meet the scope of work or schedule for the specific project.

Each fiscal year the City will review the departments' budgets to determine whether there has been any significant changes in the budgets. The City will then determine if there's a significant change from what was originally proposed to amend the maximum amount awarded per firm. Each Contract anniversary the maximum amount of award per firm will be established based on the City's adopted Capital Budget.

A firm may be selected for more than one discipline. An Architectural and /or Landscape Architectural Firm may perform as a subconsultant for more than one project and also as prime on the Professional Architectural and/or Landscape Architectural Services Contract with the City, keeping in mind exception #2 on the Exceptions to the rotation list. A firm cannot submit as a prime for a project and as a subconsultant for another firm **on the same project**. Firms will be required to submit in writing any changes in their team, within fourteen (14) calendar days of the change to the City for approval. Changes in the personnel of a firm at the annual review may not result in any action taken by the City.

The selected firms will be evaluated by the City upon completion of a project or, at a minimum, annually to verify current qualifications, capacity, and experience. The evaluations will be used as a measurement of the firms' performance and may be included in the review process for future solicitations for services by the City. Any unsuitable evaluation may result in termination of the existing Continuing Services Contract.

Architectural Design services may include, but are not limited to, the following:

- Civil
- Mechanical
- Electrical
- Plumbing
- Structural
- Plan Review Services
- Design Criteria Package
- Space Needs Analysis
- CEI Services
- Site Selection Services
- Construction Administration
- Universal Design
- Master Site Plan
- Conceptual Site Plan
- Design Standards Review and Development
- Any other services which may be associated with Architectural Services

And/or

Landscape Architecture Design Services may include, but are not limited to, the following:

- Planting Design
- Irrigation Design
- Master Planning Services
- City Code Review and Development
- Hardscape Layout and Detailing
- Landscape Restoration Review for Code Enforcement and Compliance
- Specification Writing
- Grading and Land Sculpturing
- CEI Services
- Planning and Urban Design Services
- Environmental Graphics and Signage
- Streetscape Design
- Site Inventory and Analysis
- Design Standards and Guidelines
- Recreational and Parks Planning and Design
- Landscape Lighting Design
- Corridor Studies
- Public Involvement and Information Programs

- Water Features (Fountains and Water Play)
- Horticulture and Grounds Maintenance Program
- Pedestrian and Facility Design
- Presentation Graphics
- Public Art
- Project Management
- Construction Administration
- Any other services which may be associated with Landscape Architecture

***All construction documents and projects submittals must be in digital format and digitally signed and sealed.**

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate three (3) years thereafter on _____. The Consultant 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 Consultant 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 Consultant 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 Consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

SECTION V
RENEWAL OPTION

In the event the Consultant offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for two (2) additional one-year terms for a total charge that is acceptable, then the City without additional bidding or negotiation, may, with the mutual agreement of the Consultant, extend this Contract for an additional one-year term.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Consultant is on a time and materials basis per the fee schedule on a per project bases. Payments will be disbursed in the following manner:

Fee Schedule		
Title	Description of Services	Hourly Rate

The Contract Sum – Per Project Basis.

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 Consultant 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 Consultant'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 Consultant 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 assigned Project Manager for this Contract.

The Consultant 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 Consultant as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Consultant and/or deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant 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.

Taxes - Consultant is responsible for all federal, state, and local taxes and other charges related to the performance of this contracts.

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 Consultant pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant 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**

Consultant 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 Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract. To that extent, Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant 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 Consultant or any agent laborers, subconsultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant 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 Consultant 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 Consultant 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 the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant 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, and as may be amended from time to time, 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 Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. 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 the Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Consultant 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 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 and 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 include Contract #20220118 – Professional Architectural and/or Landscape Architectural Services.**" 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. 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 Consultant 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.

4. Business Automobile Liability Insurance: The Consultant 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 Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant 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: Consultant 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 City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If 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 Contract, the Consultant 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 Consultant 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 Consultant for any and all claims under this Contract. 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 bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or sub-consultants comply with the same insurance requirements referenced herein. It shall be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language "when required by written Contract". If the Consultant, independent consultant and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent consultant/subconsultant.

The Consultant 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 the 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 consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant nor any sub-consultant 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 Consultant 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. Consultant will comply with all requirements of [28 C.F.R. § 35.151](#). Consultants and sub-consultants, shall comply with [§ 119.0701, Fla. Stat.](#) The Consultant and sub-consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

RECORDS

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

Consultant 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 Consultant 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. Consultant'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 Consultant agrees to make available to the City, during normal business hours all books of account, reports, and records relating to this Contract.
5. A Consultant 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 Consultant 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 Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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
pr@cityofpsl.com**

**SECTION XV
E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Consultant agrees to comply with the statute, including:

1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Consultant enters into a contract with a subconsultant, Consultant must require each and every subconsultant to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subconsult with an unauthorized alien. The Consultant 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).
4. Consultant shall immediately terminate any contract with any subconsultant if Consultant has, or develops, a good faith belief that the subconsultant has violated section 448.09(1), Florida Statutes.

If City has or develops a good faith belief that any subconsultant of Consultant knowingly violated section 448.09(1) or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the Contract with the subconsultant.

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 1 year after the date on which the Contract was termination of a contract.
6. The City, Consultant, or any subconsultant may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c) no later than 20 calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in St. Lucie County, as provided herein.

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 Consultant 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 Consultant shall be entitled to payment, as described in Section VI. 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. Consultant 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 Consultant 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 Consultant, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Consultant shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Consultant of his responsibility to remedy any deviation, deficiency, or defect.

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

SECTION XVII **SCRUTINIZED COMPANIES**

By entering into this Agreement with the City, Consultant certifies that it and those related entities of Consultant as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and as may be amended from time to time, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Consultant or any of those related entities of

Consultant 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 Activates 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 § 287.135(4), Florida Statutes, are met.

SECTION XXVIII **CONTRACT ADMINISTRATION**

Amendments - The City and the Consultant 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 express 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 Consultant.

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 consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Consultant nor any of Consultant's agents, employees, subconsultants, or consultants shall become or be deemed to become agents, or employees of the City. Consultant shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subconsultants, 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.

Notices - Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract. Each such notice shall be deemed to have been provided:

- I. 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,
- II. 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.

Performance by Industry Standards - The Consultant 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 Consultant'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 Consultant 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 Consultant 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 - Consultant 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 Consultant, 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 Consultant'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 Consultant 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.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) 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 Consultant.

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

SECTION XX **ASSIGNMENT**

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

SECTION XXI **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

Termination for Cause - The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the Contract:

- I. The Consultant 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 Consultant;
- II. The Consultant fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Consultant 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 Consultant 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 Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Consultant 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 Consultant, its agents, employees or subconsultants have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VIII. The Consultant 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 Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. 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 Consultant. Such a charge, in the City's option, may be invoiced to the Consultant and/or may be deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

Termination for Convenience - The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon thirty (30) days written notice to Consultant Any such termination shall be accomplished by delivery in writing of a notice to Consultant. Following termination without cause, the Consultant 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.

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 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 XXIII **TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

SECTION XXIV **CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant 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 Consultant 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 Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.07](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXVI
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, 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

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

SECTION XXVIII
CODE OF ETHICS

Consultant 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

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

SECTION XXXI
AUDITS

The Consultant shall establish and maintain a reasonable accounting system that enables the City to readily identify the Consultant'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 not be 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 Consultant 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 Consultant, including, but not limited to, those

kept by the Consultant, its employees, agents, assigns, successors, and subconsultants. Such records shall be made available to the City during normal business hours at the Consultant's office or place of business. The Consultant shall not impose a charge for audit or examination of the Consultant's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Consultant 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 Consultant'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 Consultant. Evidence of criminal conduct will be turned over to the proper authorities.

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

SECTION XXXII **ORDER OF PREFERENCE**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Consultant attached hereto), the E-Bid (including any subsequent addenda and written responses to bidders' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this 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 Consultant's Response, except that objections or amendments by a consultant that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

SECTION XXXIII **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 provision 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 no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXIV
NON-EXCLUSIVITY

Consultant acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXV
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 XXXVI
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Consultant 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

CONSULTANT

By: _____ By: _____
Purchasing Agent Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by [] 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:

NOTARY SEAL/STAMP



"A City for All Ages"

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 **Michelle Fentress**, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Agent I with the Procurement Management Department via e-mail mfentress@cityofpsl.com, or by phone 772-8715222. 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: _____

Signed: _____

Company and Job Title: _____

Date: _____

CONTRACTOR'S GENERAL INFORMATION WORK SHEET
eBID #20220118

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 _____, this _____ day of _____, 2023
 (Location)

Name of Organization/Contractor: _____

By: _____
 Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone, and fax numbers

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. **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

6. 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:

(N/A is not an acceptable answer - insert lines if needed)

7. List any judgments from lawsuits in the last five (5) years:

(N/A is not an acceptable answer - insert lines if needed)

8. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an acceptable answer - insert lines if needed)

Signature

Title



"A City for All Ages"

eRFP #20220118
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 _____

Signature _____

Printed Name and Title _____

Date _____

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.



"A City for All Ages"

**DRUG-FREE WORKPLACE FORM
e-RFP #20220118**

Professional Architectural and/or Landscape Architectural Services

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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.

Consultant's Signature

Date



"A City for All Ages"

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 _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

Solicitation Number (If Applicable) _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

My Commission Expires: _____



"A City for All Ages"

NON-COLLUSION AFFIDAVIT
Solicitation#20220118
Professional Architectural and/or Landscape
Architectural Services

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ 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) _____



"A City for All Ages"

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

The foregoing instrument was acknowledged before me this *(Date)* _____

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Commission No. _____

Notary Print: _____

Notary Signature: _____

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant _____,
who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as Professional Architectural and/or Landscape Architectural Services, Contract #20220118.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: _____
President

The foregoing instrument was acknowledged before me by _____
who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of _____, 20____.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

Email Address: _____

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

Print Name

Signature