

**CITY OF PORT SAINT LUCIE  
CONTRACT # 20210008**

This Contract is for Professional Consulting Services for Design & Permitting for the Hegener Dr. Extension Phase II, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Engineering Design & Construction, Inc., 10250 SW Village Parkway, Suite 201, Port St. Lucie, FL, 34987 Telephone No. 772-485-7317*, hereinafter called "Consultant", party of the second part.

**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 for Professional Consulting Services for Design & Permitting for the Hegener Dr. Extension Phase II as well as other tasks (Work) more specifically described in this Contract; and

**WHEREAS**, Consultant is qualified, willing and able to provide the Scope of Services and work on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Provider to perform the Scope of Services and work/services specified and, in an amount, agreed to below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II  
NOTICES**

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

Consultant:	Engineering Design & Construction, Inc. Jayson R. Harrison, P.E., Senior Project Manager 10250 SW Village Parkway, Suite 201 Port St. Lucie, FL, 34987 Telephone: 772-485-7317 Email: <a href="mailto:JaysonHarrison@EDC-Inc.com">JaysonHarrison@EDC-Inc.com</a>
City Contract Administrator:	Procurement Management Department Jason Bezak, Procurement Agent I 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984-5099 Telephone: 772-344-4068 / FAX 772-871-7337 E-mail: <a href="mailto:JBezak@cityofpsl.com">JBezak@cityofpsl.com</a>
City Project Manager:	Public Works Department Attn: Diana Spriggs, P.E., Regulatory Division Director

121 SW Port St. Lucie Boulevard  
 Port St. Lucie, FL 34984-5099  
 Telephone: 772-871-7644  
 Email: [DSpriggs@cityofpsl.com](mailto:DSpriggs@cityofpsl.com)

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

**SCOPE OF PROFESSIONAL SERVICES For DESIGN & PERMITTING FOR THE HEGENER DRIVE  
 EXTENSION PHASE II**

1.	<p><b><u>TEAM / AGENCY MEETINGS:</u></b> CONSULTANT will attend periodic development meetings with the CLIENT, Team, and Governmental entities to discuss the schedule and progress of the work. This also includes preliminary meetings with various agencies if required. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies.</p>
	<b>Lump Sum: \$ 15,000.00</b>
2.	<p><b><u>PLAT PREPARATION:</u></b> CONSULTANT will prepare a Plat to be recorded in the public records of St. Lucie County based upon the legal description provided by the CLIENT. The Plat will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with Florida Statutes Chapter 177 and requirements of the City of Port St. Lucie &amp; St. Lucie County.</p>
	<b>Lump Sum: \$ 9,775.00</b>
3.	<p><b><u>PLAT APPLICATION &amp; APPROVAL:</u></b> In addition to the plat preparation, the CONSULTANT will prepare the required application material for submittal to the City of Port St. Lucie which will be uploaded through Fusion. This task includes preparation for one (1) Site Plan Review Committee (SPRC) meeting and one (1) round of comments.</p>
	<b>Lump Sum: \$ 2,750.00</b>
4.	<p><b><u>CONSTRUCTION PLANS:</u></b> Based on the CLIENT-approved final site layout, the ENGINEER will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the on-site paving, grading, drainage, utility and erosion control for the proposed project. The plans will meet the requirements of the CLIENT and relevant permitting agencies, and will include the following: cover sheet, horizontal control, paving, grading, drainage, signage pavement markings, and associated details, water and wastewater utility design and associated details, and short-form specifications. Substantially complete construction plans and will be submitted to the CLIENT and appropriate agencies and all comments will be incorporated into the final set of documents. This task includes 60%, 90% and 100% construction drawings and cost estimates in pdf and AutoCAD format. Payment for milestone plan lump sums will only be released in full once the associated milestone comments have been fully addressed.</p>
	<p><b>60% Plans Lump Sum: \$ 93,000.00</b>  <b>90% Plans Lump Sum: \$ 41,500.00</b>  <b>100% Plans Lump Sum: \$ 15,500.00</b></p>
5.	<p><b><u>UTILITY COORDINATION AND APPROVAL:</u></b> CONSUTLANT will submit preliminary plans and calculations to PSLUSD for approval of the water and sewer main extensions and services. The item includes the coordination of existing utility connection points. If required, this task includes the</p>

	<p>coordination of pressure tests at the existing fire hydrant for the proposed project. CONSULTANT will respond to any request for information from staff. CONSULTANT will then submit final plans and specifications to PSLUSD for water and wastewater approval. This includes a permit for both water main and sewer main extensions. This task includes responding to rfi's. It is assumed that a regional lift station is not required for this phase of development. Lift station design and permitting is NOT included in this scope.</p>
	<b>Lump Sum: \$ 12,500.00</b>
6.	<p><b><u>CDD &amp; PUBLIC WORKS DRAINAGE APPROVAL AND PIPE SIZING CALCULATIONS:</u></b> CONSULTANT will prepare drainage calculations and submit to the City of Port St. Lucie Public Works Department for approval. The calculations will be prepared to meet the requirements of the State and Local guidelines. This task includes pipe sizing for the on-site drainage network.</p>
	<b>Lump Sum: \$ 12,500.00</b>
7.	<p><b><u>COST ESTIMATE:</u></b> CONSULTANT will prepare an Engineer's Estimate of Probable Cost for the construction of the civil aspects of the project. This includes three (3) cost estimates which will be prepared at 60/90/100%. The estimate will be prepared as one complete document for the CLIENT's budgeting purposes and provided in a spreadsheet format. This estimate is also used for submittal to the City of Port St. Lucie as a basis for the construction permit.</p>
	<b>Lump Sum: \$ 9,500.00</b>
8.	<p><b><u>SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ERP:</u></b> CONSULTANT will prepare for the CLIENT's review and signature a General Environmental Resource Permit application, calculations and exhibits for submittal to the SFWMD for authorization to obtain a surface water management system permit to serve the project. The task assumes no dewatering activity is required for construction.</p>
	<b>Lump Sum: \$ 12,500.00</b>
9.	<p><b><u>SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) DEWATERING PERMIT:</u></b> CONSULTANT will prepare for the CLIENT's review and signature a Standard Construction Dewatering Permit application, calculations and exhibits for submittal to the SFWMD for authorization to dewater for the proposed construction activity. This task includes responding to "rfi's".</p>
	<b>Lump Sum: \$ 8,000.00</b>
10.	<p><b><u>SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) WATER USE PERMIT – LANDSCAPE IRRIGATION:</u></b> CONSULTANT will prepare for the CLIENT's review and signature a SFWMD Water Use Permit application, calculations and exhibits for submittal to the SFWMD for authorization for groundwater landscape irrigation to serve the project. This task includes responding to Requests for Additional Information.</p>
	<b>Lump Sum: \$ 3,200.00</b>
11.	<p><b><u>NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SUPPORT:</u></b> CONSULTANT will develop on-site drainage erosion control and a required Storm Water Pollution Prevention Plan (SWPPP) for submittal to FDEP. This package will be provided to the contractor so he can submit to FDEP for the required NPDES permit.</p>
	<b>Lump Sum: \$ 2,000.00</b>
12.	<p><b><u>SPECIFIC PURPOSE SURVEY:</u></b> CONSULTANT will prepare a Boundary Survey based upon the legal description provided by the CLIENT. The survey will be prepared under the supervision of a</p>

Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Minimum Technical Standards for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. Additionally, the Boundary Survey will contain all necessary information needed to prepare a plat in accordance with Florida Statutes Chapter 177 and requirements of the City of Port St. Lucie & St. Lucie County. The Boundary Survey will include the review of the title policy or commitment provided by the CLIENT. All easements, reservations, and rights-of-way provided within the commitment or provided by the CLIENT will be shown on said survey. The survey will be tied to the Florida State Plane Coordinate System NAD1983, 1990 adjustment. The cost of the survey will include finding and setting property corners & mapping the improvements.

**TOPOGRAPHIC SURVEY**

CONSULTANT will prepare a Topographic Survey of the site. The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Minimum Technical Standards for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The survey will include:

1. The topographic survey will consist of ground shots on a 200' grid.
2. Location size, top and invert elevations of existing on-site drainage structures that are apparent and can be readily measured;
3. Location and elevations of the existing pavement and ditches,
4. Location of existing above ground utilities (this does not include "pot-holing");
5. Placement of two (2) benchmarks within the Project

**Specific Purpose Lump Sum: \$ 6,900.00**  
**Topo Lump Sum: \$ 8,100.00**

**13. LANDSCAPE & IRRIGATION PLANS:**

Landscape Plans

- 1) Client/Team Design Meetings: Attend up to two (2) CLIENT team meetings to determine project data, program & schedule, and obtain input prior to commencing work. Consult and coordinate with other team consultants/professionals retained for project.
- 2) Gather Base Data: CONSULTANT will conduct a site visit of the property.
- 3) Prepare Base Sheets: The latest site plan prepared by your engineer/architect will be required in order to provide the base information for the landscape plan.
- 4) Prepare Code Minimum Landscape Plan: Prepare a code minimum landscape plan for submission to the City of Port St. Lucie, Florida and Tradition for their review process. The plan shall include all plant locations, type/varieties, sizes, spacing, plant specifications, details, charts, etc. required for their review processes.
- 5) Submit Landscape Plan: Based upon CLIENT'S review and approval (signature) of the landscape plan, it will be submitted to the governing agencies.
- 6) Revise Plan Per Review Comments: Attend one (1) City meeting or one City (SPRC) Site Plan Review Committee meeting if requested by Client or required and revise the Landscape Plan according to one (1) round of written comments from the City and Tradition. If any additional revisions are requested after the resubmission of the plan per the second round of comments and the City meeting and/or Site Plan Review Committee meeting, the plan will be revised and billed according to the Compensation for Additional Services listed below.

Irrigation Plans

Prepare Construction Irrigation Drawings: Those drawings will correspond with the Landscape Plan submitted to the City and Tradition, but will be prepared after the City SPRC meeting takes place. Those drawings include detailed zone and head layouts, component specifications, and written

	specifications on the detail sheet. Irrigation source will be specified as well and pump station unless reclaimed water if available in that location.
	<b>Landscape Lump Sum: \$ 5,100.00</b> <b>Irrigation Lump Sum: \$ 3,000.00</b>
14.	<p><b><u>ENVIRONMENTAL ASSESSMENT:</u></b> The Environmental Site Assessment within the Hegener Drive corridor will include site reconnaissance, review of aerial photography, wetlands identification, review of known soil resources on or near the site, review of County regulations as they pertain to the site, and identification of any federal or state listed jurisdictional plant or animal species. To complete this report, the following tasks will be included:</p> <p><u>Task A – Review Available Aerial Photography</u> CONSULTANT will review available aerial photographs to determine current land use activities on the property. Potential areas of concern will be identified prior to the pedestrian survey of the site, and those areas will receive additional attention, if they are present.</p> <p><u>Task B – Conduct Site Inspection</u> A site inspection of the subject property will be performed by a qualified environmental scientist to visually identify actual or potential sources of significant environmental concerns. This may include the following types of conditions: state listed or federally protected species of plants and animals, presence of wetland habitat, and other land features such as, ponds, retention basins or sumps.</p> <p><u>Task C – Review of Soil Resources and Environmental Regulations</u> A review of known soil resources will involve the characterization of historically dominant soil types. Identified soil types will be evaluated, as to their traditional suitability for development and construction.</p> <p>Additionally, observed habitat and vegetation will be evaluated, based on the current regulations that maintain jurisdiction over this parcel. We will include approximant wetland/upland acreages and an estimate cost per acre to mitigate any on site wetlands as part of the report.</p>
	<b>Lump Sum: \$ 1,500.00</b>
15.	<p><b><u>GEOTECHNICAL SERVICES:</u></b> This task includes the Hegener Drive extension project including constructing of 1900 +/- LF of 2-lane roadway (100-ft ROW) from approximately 800 LF of Loop Road / Tom Mackie Boulevard and further south into the Southern Grove area. This also includes the area for which a stormwater pond will be constructed on an adjacent 10-acre parcel, no signalized intersections, box culverts, bridges, etc. are included in the current conceptual design. The proposed roadway alignment is currently overgrown/wooded with no vehicular access to its interior. Hence, in order to provide access for our crews and drilling equipment, clearing of paths in the vegetation will be required. To accomplish this, AACE proposes to contract with a local earthwork contractor who will clear 15-ft (±) wide paths in the vegetation using a skid-steer mulcher. The cleared debris will be left on site as mulched ground cover. Based on our past experience, we do not expect that a vegetation removal permit will be required from the City of Port St. Lucie for this limited land clearing. However, some coordination with the City (and with the current land lessee/cattle rancher) will be necessary. Do note that our scope of service does not include contracting the services of an environmental specialist for the purpose of identifying wetland and/or upland vegetation, or protected species of animals, during the clearing efforts. If the presence of an environmental specialist is required by the City of Port St. Lucie (or other agencies), we remain available to retain an environmental subconsultant and revise this proposal to include the cost of these efforts. CONSULTANT will:</p>

	<ul style="list-style-type: none"> <li>• Perform nineteen (19) auger borings (ASTM D1452) to depths of 7-10 feet (approximately 1 boring per 100LF, alternating sides);</li> <li>• Perform three (3) Standard Penetration Test (SPT) borings (ASTM D1587) to a depth of 20 feet (approximately one boring per 500LF, center of alignment).</li> <li>• Perform three (3) SPT borings within the proposed stormwater lake to a depth of 40 feet.</li> <li>• Perform manual probes (i.e. "muck probes") within the portions of the existing ditches/canals and wetlands which will require reclamation to explore the approximate thickness of silt and muck that have accumulated and that will require removal during construction;</li> <li>• Obtain soil samples from the borings for laboratory testing. This includes routine testing for AASHTO classification and may include standard sieve analyses, Atterberg Limits testing, organic content testing, etc.;</li> <li>• Prepare a Roadway Soil Survey report incorporating the data obtained during the laboratory and field programs, and presenting AACE's recommendations relative to soil and groundwater parameters to be used in roadway design.</li> </ul>
	<b>Lump Sum: \$ 19,125.00</b>
16.	<p><b>100% GOPHER TORTOISE SURVEY:</b> As required in the Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permitting Guidelines April 2014, a 100% survey of all gopher tortoise habitat within the Hegener Drive Corridor that is to be impacted by development must be conducted on the property at least 72 hours prior to clearing and no later than 3 months prior to clearing. Additionally, prior to conducting the relocation proof of approved site plan development must also be provided to FFWCC.</p> <p>As part of this task, CONSULTANT will coordinate with the client to determine the date for commencement of land clearing and development on the site. An appropriate date for completion of the 100% survey will be determined so that CONSULTANT may conduct this survey within the appropriate timeframe of no more than 3 months prior to and at least 72 hours before commencement of clearing and development. CONSULTANT will then complete a 100% survey of the property for gopher tortoise burrows as well as provide all required notification materials to FFWCC for commencement of gopher tortoise relocation. Located burrows will be flagged with orange survey tape and transects will be marked with a contrasting color. Global Positioning System (GPS) points utilizing a Garmin Map 76CX will be taken of each onsite burrow in order to facilitate location of all burrows during tortoise excavation work. This effort will include the completion of a tortoise survey utilizing the latest recommended survey protocols available from the FFWCC. As a deliverable for this task, the GPS locations of the onsite burrows will be overlaid on an aerial photograph of the site for purposes of planning and permitting documentation and delivered to the client.</p>
	<b>Lump Sum: \$ 1,000.00</b>
17.	<p><b>GOPHER TORTOISE FFWCC PERMIT APPLICATION (IF REQUIRED):</b> If tortoises and their burrows are identified, CONSULTANT will compile the information necessary to complete the FFWCC online application for a Gopher Tortoise relocation permit utilizing an off-site gopher tortoise recipient site. Application information will typically include a site location map, soil types, description of the vegetative community, number of gopher tortoises to be relocated, recipient site information</p>

and applicant information. This task also includes the submission of one request for information from the FFWCC.

In order to complete this application, the following information will need to be provided to CONSULTANT, Inc.

- Estimated start date for the work onsite

- Local government authorization to clear/build

- A fee of \$250.00 for a 10 or Fewer Burrows Permit or, \$250.00 plus \$364 for each additional tortoise after five for a Conservation Permit. **FFWCC will not begin processing of the permit application until payment is received.** Additionally, per the FFWCC guidelines fees are subject to change. A REFUND of the fees will occur for any tortoises not collected but paid for by the permit application. The refund typically occurs within 90 to 120 days of the after-action report to the FFWCC. CONSULTANT will apply for a refund if necessary.

- A fee of \$1,200 (juvenile) or \$2,000 (adult) per tortoise will be required to be paid to the FFWCC approved off-site recipient site. Please note that these prices are determined by the recipient site and are subject to change. CONSULTANT will not mark this fee up and will advocate for the most cost-effective recipient site available. **Depending on which recipient site is available, a 50% deposit may be required prior to receiving the reservation letter from the recipient site. The reservation letter is required for the submission of the permit.** The 50% deposit will be refunded once the recipient site has received all relocated tortoises.

**BURROW EXCAVATION (IF REQUIRED):** After the conservation permit has been approved, 100% survey as described above is completed and a date for commencement of land clearing has been determined, CONSULTANT will coordinate with members of the land clearing and/or construction firm to facilitate an expeditious relocation schedule.

**Please note that the FFWCC no longer allows for Gopher Tortoise's to be relocated until local government approval has been received for clearing, grading, and construction on the site.**

**The client will be responsible for arranging for on-site locates prior to commencement of the excavation work. If burrows are in the vicinity of areas potentially containing underground utilities the client will be required to have locates of all power, water and cable lines completed prior to the commencement of excavation work. If burrows are located in close proximity to water, cable, or power lines excavation by backhoe may not be possible and extra fees could apply. The client will be contacted to discuss an alternative method of relocation/trapping.**

During the relocation activity, an FFWCC Authorized Gopher Tortoise Agent will oversee the extraction of all tortoises from their burrows by either hand excavation or a backhoe with a straight edge bucket. Tortoises extracted will be given a courtesy health evaluation prior to relocation. Severely ill tortoises cannot be relocated and coordination with FFWCC will be initiated in order to determine the best course of action.

**RELOCATION COORDINATION AND TRANSPORTATION (IF REQUIRED):** This task will include transport of apparent healthy tortoises, in separate containers of sufficient size to allow tortoises to turn around, within an enclosed vehicle to the recipient site. Additionally, this task includes coordination with State and local officials after the relocation efforts have been completed.

	CONSULTANT will assimilate the data regarding the location, size, and composition of species. This report will be provided to the FFWCC as an "after-action" report and is a requirement to close out the permit. In accordance with State and Federal requirements, the Task will also include the distribution of materials to heavy equipment operators regarding the protocol for observations of listed species during land clearing activities.
	<b>Lump Sum Per Burrow: \$ 5,450.00</b>
<b>18.</b>	<b>POST DESIGN SERVICES:</b> Post design services include, but are not limited to, preparation of the construction specifications, answering questions about the bid documents during the bid process, attendance at the pre-bid and pre-construction meeting and the progress meetings, as needed, and resolution of design issues identified in the field during construction.
	<b>Lump Sum: \$ 7,500.00</b>
<b>19.</b>	<b>FPL CONDUIT DESIGN &amp; COORDINATION:</b> CONSULTANT will coordinate with FPL for required design of conduit required to serve the proposed roadway. FPL shall provide the design of the required conduits as well as locations for any required transformers, switch boxes, pull boxes etc. CONSULTANT will transfer this design into the overall construction plan design and provide quantities and pay item descriptions.
	<b>Lump Sum: \$ 5,500.00</b>

**Not Included:** The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application fees.
- Earthwork calculations.
- FDEP utility permitting.
- Lift station design or permitting.
- Construction staking and surveying services (Typically contracted through contractor).
- Only task shown is being provided.

**SECTION IV**  
**TIME OF PERFORMANCE**

Contract period shall begin on **July 15<sup>th</sup>, 2021** and terminate on **January 4, 2022**. 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 this contract 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 this contract has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the 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**

There are no renewal options for this contract.

**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 for a grand total of **\$ 300,900.00**. Payments will be disbursed in the following manner:



1	Team Meetings	\$ 15,000.00
2	Plat Preparation	\$ 9,775.00
3	Plat Application & Approval	\$ 2,750.00
4	CP 60%	\$ 93,000.00
4	CP 90%	\$ 41,500.00
4	CP 100%	\$ 15,500.00
5	Utility Coord & Approval	\$ 12,500.00
6	CDD Approval	\$ 12,500.00
7	Cost Estimate	\$ 9,500.00
8	SFWMD ERP	\$ 12,500.00
9	SFWMD Dewatering	\$ 8,000.00
10	SFWMD Water Use - Irrigation	\$ 3,200.00
11	FDEP NPDES	\$ 2,000.00
12	Specific Purpose Survey	\$ 6,900.00
12	Topographic	\$ 8,100.00
13	Landscape	\$ 5,100.00
13	Irrigation	\$ 3,000.00
14	Environmental Assessment	\$ 1,500.00
15	Geotech	\$ 19,125.00
16	100% GT Survey	\$ 1,000.00
17	GT Relocation & Permitting Per Burrow (IF REQUIRED)	\$ 5,450.00
18	Post Design Services	\$ 7,500.00
19	FPL Conduit Design & Coordination	\$ 5,500.00
	<b>TOTAL:</b>	<b>\$ 300,900.00</b>

**Schedule of Hourly Charges:**

PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR..	\$ 175.00
SENIOR PROJECT MANAGER .....	\$ 160.00
DRONE TECHNOLOGY.....	\$ 140.00
SURVEY CREW .....	\$ 135.00
PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR)	\$ 135.00
PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST .....	\$ 110.00
INSPECTOR / ENVIRONMENTAL FIELD/INTERIOR DESIGNER .....	\$ 90.00
CADD TECH.....	\$ 85.00
EXPERT WITNESS .....	\$ 300.00
ADMINISTRATIVE STAFF / CLERICAL.....	\$ 45.00

**Engineer VISA Payment Procedures**

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Engineer will be provided this account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the Project Manager by the 1<sup>st</sup> of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subconsultants were used by Engineer.

4. The (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1<sup>st</sup> and 5<sup>th</sup> of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

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 as a consequence of the suspension or discontinuance of the work.

Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager.

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 asserting 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 VISA Order number, Contract number, detail of items with prices that correspond to the Contract, unique invoice number and partial or final release of liens.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of 1 percent per month on the unpaid balance.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

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.

**A Visa Order Form constitutes as the Notice to Proceed.**

## **SECTION VII** **AUDITS**

The Consultant shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the City 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 to be maintained include both financial records and service records. 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 transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Consultant relating to orders, invoices or payments or any other documentation or

materials pertaining to the Contract, wherever such records may be located during normal business hours. 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. Evidence of criminal conduct will be turned over to the proper authorities.

## **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.

## **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 arisen 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 and 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 agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized, including any independent consultants or subconsultants by the Consultant in the performance of this contract.

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 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, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

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

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

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent 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, 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 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 the contract name and number shall listed as additional insured." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the 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.

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.

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 not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then 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.

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 of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and 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 consultant, independent consultant 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 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 not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the 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 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-Consultant, 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 Agreement.

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](mailto:pr@cityofpsl.com)

**SECTION XV**  
**INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XV**  
**SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](#), prohibits agencies 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 do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473](#),

## **SECTION XVI ADDITIONAL REQUIREMENTS**

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

**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.

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

**Patent Fees, Royalties, and Licenses** – If the 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.

**Permits** - 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

**Maintenance** - The Consultant shall maintain all City Owned equipment in good working order when installed and thereafter to completion of the agreement. A preventative maintenance program by the Consultant should also be in place and a copy of it included in the returned proposal. A copy of each machine inspection and maintenance activity must be maintained by the Consultant

**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.

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

**Standard Production Items** - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.



**SECTION XVII**  
**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 XVIII**  
**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. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. 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

**Termination for Convenience.** The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior written notice to 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.

**SECTION XIX**  
**LAW, VENUE AND WAIVER OF JURY TRIAL**

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

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

**SECTION XX**  
**APPROPRIATION APPROVAL**

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

**SECTION XXI**  
**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 XXII**  
**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 XXIII**  
**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 XXIV**  
**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 XXV**  
**ATTORNEY'S FEES**

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

**SECTION XXVI**  
**CODE OF ETHICS**

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 XXVII**  
**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 XXVIII**  
**SEVERABILITY**

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

**SECTION XXIX**  
**ENTIRE AGREEMENT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: \_\_\_\_\_  
Purchasing Agent

By: NJL  
Authorized Representative

State of: Florida County of: St. Lucie

Before me personally appeared: Bradley J Currie  
(Please print)

Please check one:

Personally known   
Produced Identification: \_\_\_\_\_  
(Type of identification)

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

WITNESS my hand and official seal, this 6 day of July, 2021.

Nancy L Stamm  
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires 12-13-2022.



(seal)