

**CITY OF PORT ST. LUCIE
CONTRACT #20220067**

This is Time and Expense Contract (“CONTRACT”) executed this ____ day of May 2022 by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation, duly organized under the laws of the State of Florida, hereinafter called “City” party of the first part, and HOLTZ CONSULTING ENGINEERS, INC., 607 SW St. Lucie Crescent, Suite 103, Stuart, Florida 34994, Telephone (772) 919-4905, hereinafter called “Engineer,” party of the second part.

RECITALS

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

WHEREAS, the Engineer is a Florida Corporation and is licensed in the State of Florida; and

WHEREAS, the City wishes to contract for Phase 1 of the Progressive Design Build for the design and construction of the lift station known as Noble Oaks estates as well as other tasks (“Work”) more specifically described in this Contract and its attachments; and

WHEREAS, the Engineer or Design-Builder shall perform the design and construction services, and provide all material, equipment, tools and labor necessary to complete the Work described herein and reasonably inferable from the Contract; and

WHEREAS, the Engineer is selected on qualifications to perform Phase 1; and

WHEREAS, the Engineer will consult and contract with a contractor for the construction of the lift station pursuant to the Consultant Competitive Negotiations act, found in Chapter 287, Florida Statutes; and

WHEREAS, Engineer is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Engineer to perform the Work specified and, in an amount agreed to herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

SECTION I
NOTICES

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

City Contract Administrator: Procurement Management Department
Shelby Dolan, Procurement Agent II
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772-873-6338 / Fax 772-871-7337
Email: sdolan@cityofpsl.com

City Project Manager: John Eason, Assistant Director
City of Port St. Lucie Utilities Department
900 SE Ogden Lane
Port St. Lucie, Florida 34983
Telephone: 772-873-6487
Email: jeason@cityofpsl.com

Engineer: Holtz Consulting Engineers, Inc.
Attn: Curtis Robinson, P.E.
607 SW St. Lucie Crescent, Suite 103
Stuart, Florida 34994
Telephone 772-919-4905 / Fax: 919-4909
Email: Curtis.robinson@holtzconsulting.com

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

The terms and conditions of contained in the Specific Authorization attached hereto as **Exhibit "A"** shall apply including all attachments, addenda and requirements are incorporated herein by this reference. In the event of a conflict between Exhibit "A" and this Contract, the terms of this Contract shall control.

Phase 1 Services - Preliminary or Preconstruction Services. The design-builder collaborates with the City to create or confirm the project's basis of design, and then advances that design. At the point in time where the design has achieved an appropriate level of definition that aligns with the owner's needs, the design-builder will provide a formal commercial proposal (including the overall contract price) for Phase 2 services. The proposal is often established when the design is approximately 40-60% complete, but it can occur anytime (including as late as 90-100% design completion), depending on the amount of control the owner desires to maintain over the design definition.

Phase 2 Services - Final Design and Construction Services. Once the City and design-builder agree upon commercial terms (including the project's price and schedule), the design-builder will complete the design and construction in accordance with those commercial terms. The design-builder will also be responsible for any testing, commissioning, and other services that have been agreed upon by both parties.

All specifications and materials shall be in accordance with the City of Port St. Lucie Utility Systems Department (PSLUSD) Design Standards and qualified products list (QPL), and as directed by the City's Project Manager.

The following is a detailed description of the engineering services to be provided.

SECTION 1 – SCOPE OF SERVICES

Project Management. The project management task includes contract administration, quality assurance/quality control (QA/QC), and project meetings with City staff.

Progress will be monitored, and resources and subcontractors will be managed to achieve the schedule, budget, and work quality goals of the project. The Engineer will coordinate with City staff and will keep City informed as to the status and progress of the project. Communications with the City will be conducted under this task.

The Engineer will conduct internal QA/QC review of the deliverables for conformance to contract and internal program requirements. The results of these reviews will be incorporated into the deliverables prior to submission to City for review and comment.

The Engineer will attend up to three (3) meetings total during the design phase of the project. These meetings are anticipated as follows:

1. One (1) design kick-off meeting and interview/discussions with City staff
2. One (1) preliminary design review meeting
3. One (1) final/complete submittal review meeting

SECTION 2 - DELIVERABLES

The following deliverables will be provided to City:

1. Meeting agendas and minutes.
2. Draft and final plans and technical specifications. Paper copies and digital copies in PDF, Microsoft Word and AutoCAD Version 2013 or later will be submitted.
3. Permit applications and supporting documentation with signed and sealed plans and applications.

SECTION 3 – SCHEDULE

Time periods to perform the professional services are estimated in the Exhibit "A" attached. At the conclusion of Phase 1, the Design Builder will submit a Guaranteed Maximum Pricing ("GMP") Proposal and a GMP Report. Unless the Parties agree otherwise, the GMP Proposal shall include the deliverables and the time limit for the Owner to exercise its option to enter into Phase 2.

The City, in its sole discretion, may exercise its option to enter into Phase 2 of the Contract. If the City accepts the GMP proposal, the parties shall enter into a separate agreement reflecting their intent and purpose.

SECTION 4 – CITY’S RESPONSIBILITIES

To assist in meeting the schedule and budget estimates, City will provide the following:

1. Prompt review and comment on deliverables.
2. Attendance of key personnel at meetings.

SECTION III **TIME OF PERFORMANCE**

In the event all work required in the proposal specifications has not been completed by the specified date, the Engineer agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered and approved by the City.

SECTION IV **RENEWAL OPTION**

There are no renewals for this contract.

SECTION V **COMPENSATION**

This is a Time and Expense Contract per the Fee Schedule Table listed in the Specific Authorization.

Hourly Rates for additional services may be utilized, as determined by the City.

Hourly Rates, Lump Sum, and Fixed Fee amounts are to include all reimbursable expenditures, including travel, meals, copies and so forth.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made net thirty (30) days unless Engineer has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager as provided in Section XII.

The Engineer 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.

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

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

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

All invoices are to be sent to: Project Manager & APNOTIFICATIONS@CITYOFPSL.COM .

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

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

SECTION VI **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed, and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VII **N/A**

SECTION VIII **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 IX **INDEMNIFICATION/ HOLD HARMLESS**

The Engineer 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 Engineer and persons employed or utilized by the Engineer in the performance of the construction contract. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

SECTION X
INSURANCE

The Engineer 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 Engineer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Engineer under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, 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 Engineer 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, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Engineer 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 Engineer 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 ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily

injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

4. Professional Liability Insurance: The Engineer shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidders most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder 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, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

5. Automobile Liability Insurance: The Engineer 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 Engineer does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall **Contract #20220067 Noble Oaks Lift Station** shall be listed as additionally insured." The Policy 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 Engineer shall be required, upon thirty (30) calendar day's written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

6. Waiver of Subrogation: The Engineer 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 Engineer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a

condition to the policy specifically prohibits such an endorsement, or voids coverage should Engineer enter into such a Contract on a pre-loss basis.

7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Engineer 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 Engineer's most recent annual report or audited financial statement.

It shall be the responsibility of the Engineer to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above.

The Engineer 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 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.

A failure on the part of the Engineer to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

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

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

SECTION XII **COMPLIANCE WITH LAWS**

The Engineer 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. Engineer will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. The Engineer and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Engineer in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. 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 Engineer shall comply with Florida's Public Records Law. ENGINEER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Engineer agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Engineer 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. Engineer's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Engineer agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Engineer 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 Engineer 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 Engineer, or keep and maintain public records required by the City to perform the service. If the Engineer transfers all public records to the City upon completion of the contract, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the contract, the

Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'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
Email: pr@cityofpsl.com

SECTION XIII
ADDITIONAL REQUIREMENTS

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

SECTION XIV
ASSIGNMENT

Engineer 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 XV
TERMINATION

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

- I. The Engineer 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 Engineer;
- II. The Engineer fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Engineer 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 Engineer 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 Engineer terminates or suspends its business; or the City reasonably believes that the Engineer has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Engineer 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 Engineer has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. The Engineer 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 Engineer, the City shall provide written notice to the Engineer requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Engineer. 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 Engineer

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 Engineer. Any such termination shall be accomplished by delivery in writing of a notice to Engineer. Following termination without cause, the Engineer 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 XVI **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 pursuant 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 XVII **APPROPRIATION APPROVAL**

The Engineer 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 Engineer 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 XVIII
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer 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 XIX
CONFLICT OF INTEREST

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

SECTION XX
PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXI
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, Engineer 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 XXII
POLICY OF NON-DISCRIMINATION

Engineer shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Engineer 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 XXIII
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 XXIV
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.

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Design Build Lift Station
Noble Oaks Estates

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

CITY OF PORT ST. LUCIE FLORIDA

HOLTZ CONSULTING ENGINEERS, INC.

By: _____

By: Curtis Robinson

Purchasing Agent

Authorized Representative

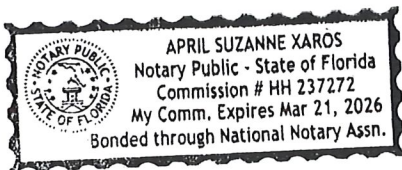
NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)

) ss

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization, this 18 day of may, 2022, by Curtis Robinson who is [] personally known to me, or who has [] produced the following identification:



NOTARY SEAL/STAMP

April Xaros
Signature of Notary Public

April Xaros
Print Name of Notary Public

Notary Public, State of Florida

My Commission expires: 3-21-26

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT
Contract #20220067

STATE OF FLORIDA §
COUNTY OF ST. LUCIE§

Before me, the undersigned authority, personally appeared affiant Curtis Robinson 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 **#20220067 Noble Oaks Lift Station**.

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 exclude 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

Curt Robinson
Holtz Consulting Engineers, Inc.
Curtis Robinson
By: Vice President

The foregoing instrument was acknowledged before me by Curtis Robinson who appeared X in physical presence or ___ via remote online notarization and has produced ___ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 18 day of May, 2022.

(SEAL)



April Xaros
Signature

April Xaros
Notary Name (typed or printed)

Notary
Title