

**CITY OF PORT ST. LUCIE  
CONTRACT #20250072**

This Contract, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and Culpepper & Terpening, Inc., 2980 South 25<sup>th</sup> Street, Fort Pierce, Florida 34981, hereinafter called "Engineer" or "Consultant." The City and Engineer may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I  
RECITALS**

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

**WHEREAS**, Consultant is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with a Design Engineering Consultant to provide Professional Engineering Services for the Design of Village Green Drive Corridor Improvements Project based on the terms and subject to the conditions contained herein; and

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

**WHEREAS**, the City desires to enter into this Contract with Consultant to perform the Scope of Services and work / services specified and, with a commission amount to be paid, as agreed upon below.

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

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

**SECTION II  
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

- I. The same day, if sent via email with read receipt.
- II. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Consultant: Culpepper & Terpening, Inc.  
2980 South 25<sup>th</sup> Street Fort  
Pierce, Florida 34981  
772-464-3537/FAX 772-464-9497  
[smatthes@ct-eng.com](mailto:smatthes@ct-eng.com)

City Contract Administrator: Alaina Knofla  
Procurement Contracting Officer III  
Procurement Management Division  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-872-5223 / FAX 772-871-7337  
E-mail: [aknofla@cityofpsl.com](mailto:aknofla@cityofpsl.com)

City Project Manager: Frank Knott, CRA Project Manager  
City Manager  
121 SW Port St. Lucie Blvd.  
Port Saint Lucie, Florida 34984  
772-344-4290 / C. 772-618-5440  
E-mail: [fknot@cityofpsl.com](mailto:fknot@cityofpsl.com)

### **SECTION III**

#### **DESCRIPTION OF SERVICES TO BE PROVIDED**

This specific work that the Engineer has agreed to perform pursuant to E-RFP #20250072, **Professional Engineering Design Services for Village Green Drive Corridor Improvements Project** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

#### **PROJECT DESIGN TASKS**

Tasks (1A–1E) will include the research of information necessary to complete the design and permitting of the facilities. This research will include obtaining all necessary field survey data, utility information, geotechnical data, and environmental information. This phase will include analysis of the existing roadway typical section, roadway geometry, access management, conceptual stormwater management system design, drainage area maps, and coordination with utility operators and permitting agencies. The roadway alignment and typical section shall be with developed during this phase and shall be in accordance with the Village Green Drive Master Plan adopted by City Council in July 2021. It is the responsibility of the Engineer to download the reports, documentation, and information provided for the Village Green Drive Master Plan.

It is also the responsibility of the engineer to review the report, video, information, and documentation provided on the City's website for the Village Green Drive Master Plan: [Village Green Drive | City of Port St. Lucie, FL \(cityofpsl.com\)](https://www.cityofpsl.com/Village-Green-Drive).

#### **TASK 1A: SURVEY & DATA COLLECTION**

The Engineer will supplement the City's existing base map and perform the following tasks:

**Design Survey Limits: US Highway One to SE Tiffany Avenue**

1. Obtain City Records, plats, and right-of-way maps; provided by the City.

**Establish Horizontal/Vertical Control and Baseline of Survey**

1. Site reconnaissance - locate all pertinent right-of-way monumentation along Village Green Drive.
2. Establish horizontal control tied to the Florida State Plane Coordination System.
3. Bench run - Establish vertical control network.
4. Establish existing right-of-way lines for Village Green Drive and adjacent side streets. Right-of-way will be based upon current City right-of-way maps and existing plat information (provided by the City).
5. Establish the baseline of survey for Village Green Drive.

**DTM/Topographic Survey**

1. Perform a DTM (digital terrain model) survey along Village Green Drive to approximately 20' past the existing right-of-way.
2. Perform DTM survey along each side street for 150' from the right of way line of Village Green Drive. Side Street DTM will extend 20' past the existing right of way.
3. Perform a 2D topographic survey within the DTM limits.
4. Perform drainage survey for the DTM limits, including grate, inverts, and sizes of pipes.
5. Perform 8 cross sections in canals at large culverts (2 on each side of culverts and culvert details (inverts, sizes). At all major drainage canals with large culvert crossings, provide inverts on pipes crossing under the side streets and catch basins at the canals, to accommodate their connection(s) to the system.
6. Existing irrigation/sprinkler systems are not included in the survey.
7. Provide topographic and hydrographic survey for the proposed storm water retention areas.

**Utility Designation/Location**

1. Perform utility locates (test holes and Utility Designations) on conflicts identified by the engineer. This scope of work includes 100 test holes.

**Construction/Project Control shall be provided by the engineer.**

Provide a project control sheet depicting in plan view the baseline of survey as well as all horizontal and vertical control established for this project. The sheet will include northings and eastings for the baseline of survey as well as northings, eastings, elevations, and descriptions for the project control.

Deliverables shall be provided by the Consultant. Consultant shall provide all field notes, ASCII computer files of reduced survey data and an AutoCAD 2013 or latest version (digital) drawing showing topographic features.

**TASK 1B: ENVIRONMENTAL SERVICES**

The Consultant will conduct an environmental survey of the right-of-way corridor and determine, delineate, and evaluate any visual environmental issues. The work effort shall include Wetland Assessments, Wildlife Assessments, Vegetative Survey, SCS Soils mapping and result in a Wetland and Wildlife Assessment Report along with in the preparation of a NEPA document for the project corridor.

The FHWA will be the Environmental Review Entity. The Engineer shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

1. The Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and other applicable environment laws and regulations; and
2. The Environmental Review Entity provides written communication stating that the environmental review process is

complete.

Permitting- Consultant will conduct pre-application meetings, jurisdictional determinations, and make application for permits authorizing activities associated with the Village Green Drive improvements. Anticipated permits include ACOE, FDOT (District 4) and SFWMD ERP permits. Permits for Endangered Species and Historic Preservation issues are not included. The engineer will process the permits on behalf of the City and seek to obtain the permits expeditiously.

#### **TASK 1C: GEOTECHNICAL SERVICES**

The engineer shall provide Geotechnical Engineering services for the overall design and construction of the roadway which will consist of the following components:

1. Exploration of the shallow subsurface conditions along the roadway alignment using borings advanced by truck-mounted or hand-turned auguring equipment. Engineer will perform auger borings at approximately 200-foot centers along the roadway. The borings will be positioned at staggered locations along the roadway. The borings will be 6 feet deep, except every fifth boring will be drilled to a depth of 10 feet primarily to assess the deeper subsoils with respect to pipe bedding support.
2. Two (2) Borings at the existing mast arms located at Walton Road
3. Three (3) Borings at the southern pond for sheet pile design
4. Groundwater levels will be measured in each of the boreholes upon its completion, and again after an approximate 24-hour period to allow the water table time to stabilize. Shallow, temporary piezometers will be installed at approximately 1,000-foot centers to measure the stabilized water table level over a period, which allows for the measurement of groundwater fluctuations.

Testing shall include the following:

Two (2) samples for corrosion series testing will be obtained

1. Laboratory examination (classification) of the material samples and physical property tests of same to establish their plasticity, gradation, organic content, moisture content, and corrosivity.
2. Preparation and submittal of a Roadway Soil Survey report as detailed in Chapter 9 of FDOT's Soils and Foundation Handbook (current edition). The report will address plastic or unsuitable soils (limits and volume), if present, projected water table levels (ambient and perched), and design/construction options to deal with potential perched water (e.g., medians).

#### **TASK 1D: MASTER STORMWATER DESIGN**

Consultant shall prepare a comprehensive update to the existing Eastport Master Stormwater System to incorporate the proposed modifications to the Village Green Drive corridor. The update will include options to meet the new South Florida Water Management District technical requirements to reduce nutrients from the project area.

#### **TASK 1E: TECHNICAL DESIGN MEMORANDUM**

The Consultant shall submit a Technical Design Memorandum to the City. The memo shall list proposed design standards to be used by the engineer. The memo will be based on the City's Engineering Standards for Land Development, which in turn reference Florida Department of Transportation (FDOT) Green Book Standards. The Consultant shall obtain City approval for any suggested deviations from this memo.

#### **TASK 2-10: FINAL DESIGN GENERAL**

In these tasks, the engineer will prepare final construction plans and contract documents to include final quantities and technical specifications. This includes final roadway, drainage, signalization, lighting, pavement marking, signing, landscaping & irrigation, traffic control plan, probable construction cost estimates, and technical specifications for all aspects of the proposed work (for inclusion into City proposal package), table of pay items, units and estimated quantities. This phase will be completed in tasks 2 – 10, as follows:

#### **TASK 2: 30% DESIGN PLANS**

Design Plans will illustrate roadway detail of horizontal and vertical alignments on the Roadway Plan/Profile Sheets. The

engineer shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The engineer shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management and scope of work. This phase will include the preliminary layout of the stormwater management system. During this phase, a Conceptual/ Preliminary Design Public Meeting will be held to solicit public input. The engineer will coordinate the public information meeting. The engineer will prepare and mail all notices to residents and commercial property owners. (Mailing cost is a reimbursable expense). Engineer will participate in one (1) public meeting related to this project as part of this Task.

**Typical Sections:** Typical sections will be developed by the engineer and approved by the City. The typical sections will be based upon the approved sections found on the Village Green masterplan. The engineer will develop a typical section package for a maximum of four (4) typical sections. The typical sections will consider existing data, pedestrian, bicyclist, drainage, and landscaping needs.

**Pavement Design:** Pavement designs shall be performed for each of the approved typical sections. Pavement designs shall be based upon the FDOT Flexible Pavement Design Manual.

**Utility Coordination:** After City approval of the recommended typical section, a copy of that section along with plan sheets depicting road right-of-way shall be submitted to all affected utility companies and the City for marking their existing and proposed utilities. All existing and proposed utilities shall be shown on the construction plans.

**Preliminary Drainage:** The engineer shall perform preliminary Stormwater design calculations to determine water quality and quantity requirements for the project. The drainage analysis will be for the roadway's drainage system alone, not for any basin wide problems. The engineer will maximize the use of the existing outfall areas along the corridor, where possible, to increase cost savings to the City. A maximum of two (2) drainage solutions will be considered. The engineer shall conduct pre-application meetings with SFWMD and the City. Additionally, the engineer shall make applications for permits to the previously mentioned agencies.

**The 30% design deliverables** will include the following plans:

**1. Roadway Plans**

- Key map
- Horizontal control plan
- Typical Section & Notes
- Preliminary Plan / Profile Sheets (11"x 17")
- Side Street Improvements required by the Village Green Drive Improvements
- Special Profiles
- Cross-Section Sheets

**TASK 3: 60% DESIGN PLANS**

Preparation of 60% Design Plans will illustrate the following: preliminary Plan/Profile Sheets, pavement markings, signage, preliminary signal design, cross-section details, and roadway stormwater design information. The utility adjustment sheets will be completed. Preliminary landscape and lighting plans, signing and marking plans, and signalization plans will be prepared. At completion of this phase, the South Florida Water Management District (SFWMD) Environmental Resources Permit (ERP) and Water Use permit, Florida Department of Transportation (District 4), and U.S. Army Corps of Engineers (included with the SFWMD ERP) will be submitted.

**The 60% design deliverables** will include the following plans:

**1. Roadway Plans:**

- Key map
- Drainage Maps
- Horizontal control plan
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (11"x 17")
- Side Street Improvements required by the Village Green Drive Improvements
- Special Profiles
- Cross-Section Sheets

**2. Signing & Marking Plans:**

- Tabulation of Quantities
- General Notes
- Preliminary Signing and Marking Plans (11"x 17")
- Details

**3. Signalization Plans:**

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Preliminary Signalization Plan Sheets (11"x 17")
- Guide Sign Worksheet
- Special Details
- FDOT Interim Standards (as needed)

**4. Roundabout Plans:**

- Preliminary Horizontal Geometric Plan (11" x 17")
- Preliminary Grading Plan

**5. Utility Adjustment Plans**

- Tabulation of Quantities
- Preliminary Utility Plan and Profiles
- Preliminary Conflict Avoidance Details
- General Utility Details

**6. Lighting Plans:**

- Tabulation of Quantities
- General Notes
- Preliminary Lighting Plans (11"x 17")
- Details

**7. Structural Design Plans:**

- Preliminary Retaining Wall Plans
- Retaining Wall Cap and Details

**8. Streetscape, Landscaping & Irrigation Plans:**

- Tabulation of Quantities
- General Notes

- Preliminary Streetscape, Landscaping & Irrigation Plans (11"x 17")
- Preliminary Entry Feature Plans
- Details

**9. Stormwater Pollution Prevention Plans**

- General Notes Sheets
- Stormwater Pollution Prevention Sheets
- General Detail Sheets

**TASK 4: PERMITTING**

Consultant shall prepare permit applications for construction of the project improvements for submittal to the permitting agencies. Engineer will submit permits to and respond to requests for information (RFIs). Permits include but are not limited to:

1. Florida Department of Transportation, Roadway Alteration.
2. Florida Department of Transportation Utility Permit/County R/W Utilization application.
3. South Florida Water Management District – Environmental Resource Permit
4. South Florida Water management District – Consumptive Use Permit
5. US Army Corps of Engineers – 404 Permit
6. Florida Department of Environmental Protection domestic wastewater system construction permit application. (Pipelines larger than 12" in diameter)
7. Florida Department of Environmental Protection drinking water system construction permit application. Pipelines larger than 12" in diameter)
8. City of Port St. Lucie domestic wastewater permit application. Pipelines smaller than 12" in diameter)
9. City of Port St. Lucie Water permit application. Pipelines smaller than 12" in diameter)
10. St. Lucie County Engineering Department
11. St. Lucie County Fire Department

Consultant will coordinate with the all agencies and the City of Port St. Lucie during the review process.

**TASK 5: 90% DESIGN PLANS**

Preparation of 90% Design Plans will include final roadway and drainage construction plans ready for bidding. The plans will include the final landscape, lighting, signal, utility adjustment, stormwater pollution plan, temporary traffic control plan, phasing notes, and preliminary quantities. During this phase, a Design Public Meeting will be held to solicit public input. The engineer will coordinate the public information meeting. The engineer will prepare and mail all notices to residents and commercial property owners. (Mailing cost is a reimbursable expense). Engineer will participate in one (1) public meeting related to this project during this task.

**The 90% design deliverables** will include the following plans:

**1. Roadway Plans:**

- Key map
- Drainage Maps
- Horizontal control plan
- Typical Section & Notes
- Summary of Quantities
- Draft Final Plan / Profiles (11"x 17")
- Side Street Improvements required by the Village Green Drive Improvements
- Special Profiles
- Miscellaneous Construction Details
- Maintenance of Traffic / Traffic Control Plan

- Pond Detail Sheets
- Cross-Section Sheets

**2. Signing & Marking Plans:**

- General Notes
- Draft Final Signing and Marking Plans (11"x 17")
- Details

**3. Signalization Plans:**

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Draft Final Signalization Plan Sheets (11"x 17")
- Guide Sign Worksheet
- Special Details
- Mast Arm Tabulation Sheet
- FDOT Interim Standards (as needed)
- Final Signal interconnect plans for the 1.65-mile corridor

**4. Roundabout Plans:**

- Draft Final Horizontal Geometric Plan (11" x 17")
- Draft Final Grading Plan

**5. Utility Adjustment Plans:**

- Tabulation of Quantities
- Draft Final Utility Plan and Profiles
- Draft Final Conflict Avoidance Details
- General Utility Details

**6. Lighting Plans:**

- Tabulation of Quantities
- General Notes
- Draft Final Lighting Plans (11"x 17")
- Details

**7. Structural Plans**

- Draft Final Retaining Wall Plans
- Retaining wall Cap & Details

**8. Landscaping & Irrigation Plans:**

- Tabulation of Quantities
- General Notes
- Draft Final Streetscape, Landscaping & Irrigation Plans (11"x 17")
- Details

**9. Stormwater Pollution Prevention Plan**

- General Notes Sheets
- Stormwater Pollution Prevention Sheets
- General Detail Sheets

**TASK 6: FINAL 100% DESIGN PLANS**



100% Design Plans will include complete design, permit, utility company and City Staff comments for all construction in the Village Green Drive Corridor. This phase will include preparation of contract documents, which will include final quantities and technical specifications. This phase will also include pursuing all permits to completion.

**The 100% design deliverables** will include the following plans:

**1. Roadway Plans:**

- Key map
- Drainage Maps
- Horizontal control plan
- Typical Section & Notes
- Summary of Quantities
- Final Plan / Profiles (11"x 17")
- Side Street Improvements required by the Village Green Drive Improvements
- Special Profiles
- Miscellaneous Construction Details
- Maintenance of Traffic / Traffic Control Plan
- Pond Detail Sheets
- Cross-Section Sheets

**2. Signing & Marking Plans:**

- General Notes
- Final Signing and Marking Plans (11"x 17")
- Details

**3. Signalization Plans:**

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Final Signalization Plan Sheets (11"x 17")
- Guide Sign Worksheet
- Special Details
- Mast Arm Tabulation Sheet
- FDOT Interim Standards (as needed)

**4. Roundabout Plans:**

- Final Horizontal Geometric Plan (11" x 17")
- Final Grading Plan

**5. Utility Adjustment Plans:**

- Tabulation of Quantities
- Final Utility Plan and Profiles
- Final Conflict Avoidance Details
- General Utility Details

**6. Lighting Plans:**

- Tabulation of Quantities
- General Notes
- Lighting Plans (11"x 17")
- Details

**7. Structural Plans**

- Final Retaining Wall Plans
- Retaining Wall Cap and Details

**8. Streetscape, Landscaping & Irrigation Plans:**

- Tabulation of Quantities
- General Notes
- Streetscape, Landscaping & Irrigation Plans (11"x 17")
- Details

**9. Stormwater Pollution Prevention Plan**

- General Notes Sheets
- Stormwater Pollution Prevention Sheets
- General Detail Sheets

**TASK 7: UTILITY DESIGN PLANS**

Utility Relocation Design and Permitting includes engineering services related to the preparation of water and sewer utility adjustments in accordance with City of Port St Lucie Water and Wastewater Standards. The engineering services shall include plans and specification, permitting, coordination, and bidding services. The following is a description of the engineering services that are to be provided.

**Data Collection**

Consultant to obtain and review current record drawings, permit docs, design plans (Roadway, Utility, Etc.), City Utility Standards Manual and Details. The Consultant to identify and verify City facilities (FH, Meters, valves, services, etc.)

**Preliminary Engineering Design**

Consultant shall perform a conflict analysis against roadway design plans. Consideration shall be given to existing road conditions, available right of way and easements for pipeline adjustments, quantity and size of trees/power poles that may impact alignment, and other factors identified in the field that could be a hindrance or impact to pipeline routing. The Consultant shall prepare a preliminary alignment, identifying project challenges, permitting issues, and estimated construction cost and value engineering options that could save significant overall time or cost to the City.

**Final Engineering Design**

Consultant shall provide drawings and technical specifications in accordance with the City of Port St. Lucie water and wastewater standards at the 60%, 90% and 100% milestones for review and comment. The Consultant shall participate in a value engineering process at the 60% design stage. This process shall include the Consultant and City personnel and will involve review and coordinating stormwater, water sewer, lighting, and landscape and irrigation design aspects to determine the most cost-effective and minimally disruptive project approach. The Consultant shall prepare an Engineer's opinion of probable construction cost at the 90% and 100% design milestones.

The Consultant shall coordinate with all agencies involved with the project to include, but not limited to the City of Port St. Lucie, St. Lucie County, the Florida Department of Environmental Protection (FDEP) and the Florida Department of Transportation (FDOT). If required, the Consultant shall prepare Utility Work by Highway Consultant Agreement including support documentation.

The Consultant Engineer shall prepare a preliminary design report for the relocation. The preliminary design report shall include costs for the utility's relocation with all documentation and calculations necessary for permitting of the proposed modifications. The Consultant shall prepare plans and specifications for the construction of the planned facilities identified in the evaluations and design reports. The Consultant shall include design review meetings with City staff at the beginning of the project, the submittal of the preliminary design report, and at each of the plan/specification completion levels. These meetings shall provide the City staff with an opportunity to provide input into the selection of equipment and the design of the facilities that

the City will operate and maintain. Plan submittals shall be commensurate with Task 3, 5 and 6 above.

#### **TASK 8: STREETScape, LANDSCAPE & IRRIGATION DESIGN PLANS**

Consultant shall provide Streetscape, Landscape and Irrigation plans for the project. The following is a description of the engineering services that are to be provided.

##### **Description of Services**

Consultant will design and develop construction-level Selective Clearing & Grubbing, Landscape, Hardscape, Site Furnishing, and Irrigation Plans for Village Green Drive (Segments 1, 2, & 3), located in the City of Port St. Lucie. The project limits include Village Green Drive from US-1 (SR 5) to SE Tiffany Ave, the adjacent boardwalk connections, stormwater retention ponds, and the drainage parcels owned by the City of Port St. Lucie. Landscape, hardscape, and irrigation design will reflect, and improve upon, the conceptual landscape renderings included in the Village Green Drive Master Plan (Final Report, dated June 2021), the consultant teams RFQ response, and the City of Port St Lucie's Public Works Beautification Policy. Areas of focus will include the proposed medians, raised landscape bicycle buffers/separators, drainage parcels, drainage swales, green infrastructure drainage elements, linear parks, multiuse pathways/sidewalks/trails, edge of the roadway/right of way buffers, parking islands, and roundabouts. Hardscape design will include stamped concrete (or paver) maintenance strips within the medians/roundabouts, multiuse pathway/plaza paving designs, retaining walls, public art, gateway signage, way finding/ID signage, educational features, and site furniture/furnishings. Signage design will reflect the aesthetics and design elements prepared with the City Gateway Signage project.

##### **Preliminary Engineering Design**

Consultant shall prepare conceptual plans that incorporate the above standards for the project corridor. The conceptual plans shall provide a unifying overall concept for the streetscaping and landscaping features. The design shall include entry features, transitional elements, wayfinding signage, neighborhood signage, enhanced directional signage, color coded street signage and pavement markings, unified lighting plans, pedestrian pathway features, linear park amenities, event space within the linear park, bermed landscape buffers, and low water tolerant landscaping.

The Consultant shall prepare a conceptual estimate of probable cost and attend an initial conceptual design charrette with the City staff to review and determine the extent of the streetscape improvements desired by the City.

##### **Final Engineering Design**

Consultant shall provide drawings and technical specifications at the 60%, 90% and 100% milestones for review and comment. The Consultant shall participate in a value engineering process at the 60% design stage. This process shall include the Consultant and City personnel and will involve review and coordinating stormwater, water sewer, lighting, and landscape and irrigation design aspects to determine the most cost-effective project approach. The Consultant shall prepare an Engineer's opinion of probable construction cost at the 90% and 100% design milestones. Plan submittals shall be commensurate with Task 3, 5 and 6 above.

#### **TASK 9: STREET LIGHTING DESIGN PLANS**

Consultant shall provide Street and Specialty lighting plans for the project. The following is a description of the engineering services that are to be provided.

##### **Data Collection**

Consultant to obtain and review current adopted City plans for the Village Green Masterplan, Walton & One Master Development Plans, Roadway Street Lighting Standards current City Identity Branding to provide a comprehensive and cohesive design for the project.

##### **Preliminary Engineering Design**

Consultant shall prepare conceptual plans that incorporate the above standards for the project corridor. The conceptual plans shall provide a unifying overall concept for the street lighting that includes coordination with the streetscape and landscape features. The design shall include lighting for the entry features, transitional elements, wayfinding signage, neighborhood

signage, enhanced directional signage, unified lighting plans, pedestrian pathway lighting, event space lighting and landscape lighting.

The Consultant shall prepare a conceptual estimate of probable cost and attend an initial conceptual design charrette with the City staff to review and determine the extent of the street lighting improvements desired by the City.

#### **Final Engineering Design**

Consultant shall provide drawings and technical specifications at the 60%, 90% and 100% milestones for review and comment. The Consultant shall participate in a value engineering process at the 60% design stage. This process shall include the Consultant and City personnel and will involve review and coordinating design aspects to determine the most cost-effective project approach. The Consultant shall prepare an Engineer's opinion of probable construction cost at the 90% and 100% design milestones. Plan submittals shall be commensurate with Task 3, 5 and 6 above.

#### **TASK 10: STRUCTURAL DESIGN PLANS**

Consultant shall provide Structural plans to prepare a retaining wall within the existing southern stormwater pond to provide enhanced event space within the Wood Stork Trail area as well as foundation designs for project entry features. The following is a description of the engineering services that are to be provided.

#### **Preliminary Engineering Design**

Consultant shall prepare conceptual plans that provide for additional upland areas adjacent to the southern stormwater pond. The design shall include a linear retaining wall system and associated wall cap and tie back system.

The Consultant shall prepare a conceptual estimate of probable cost and attend an initial conceptual design charrette with the City staff to review and determine the extent of the retaining wall and upland area expansion desired by the City.

#### **Final Engineering Design**

Consultant shall provide drawings and technical specifications at the 60%, 90% and 100% milestones for review and comment. The Consultant shall participate in a value engineering process at the 60% design stage. This process shall include the Consultant and City personnel and will involve review and coordinating design aspects to determine the most cost-effective project approach. The Consultant shall prepare an Engineer's opinion of probable construction cost at the 90% and 100% design milestones. Plan submittals shall be commensurate with Task 3, 5 and 6 above.

#### **TASK 11: COMMUNITY ENGAGEMENT**

Consultant shall provide a community involvement program for the project. Scope shall generally include determining appropriate size and nature of outreach with City Staff, identifying resources, partners, and target audiences.

#### **Initial Staff Meeting:**

Develop the message aligning with 30% Design.

- Public Engagement Plan that aligns with the overall Project deliverables.
- One (1) Project Workshop with City Staff.

#### **30% Plans Development:**

Develop the message aligning with 30% Design.

Deliverables include:

- Project FAQs to be included in engagement materials.
- One (1) City Council Meeting update.
- One (1) PSL On The Mic Podcast appearance to publicize the project and community outreach opportunities.
- One (1) Initial In-Person Public Meeting at the Mid Florida Event Center, including:
  - Marketing and outreach assistance, coordinated with City Communications staff
  - Venue scheduling, booking, and coordination
  - Exhibits coordination
  - Meeting management

- Community input gathering, collation, analysis, recommendations
- One (1) Virtual Webinar, including:
  - Marketing and outreach assistance, coordinated with City Communications staff
  - Online platform consistent with PSL requirements
  - Exhibits coordination
  - Meeting management
  - Community input gathering, collation, analysis, recommendations
- Two (2) in-person pop-up events at key locations to be coordinated with project team and staff, including:
  - Marketing and outreach assistance, coordinated with City Communications staff
  - Venue scheduling, booking, and coordination
  - Exhibits coordination
  - Staffing/Stakeholder Engagement
  - Community input gathering, collation, analysis, recommendations
- One (1) Recorded Project Presentation to be made available on PSL's website for online, anytime viewing.

**90% Plans Development:**

Engage stakeholders at 90% Design to communicate any additional changes and resolve potential concerns.

Deliverables include:

- Update of Project FAQs to be included in engagement materials.
- One (1) City Council Meeting update.
- One (1) PSL On The Mic Podcast appearance to publicize the project and community outreach opportunities.
- One (1) Initial In-Person Public Meeting at the Mid Florida Event Center, including:
  - Marketing and outreach assistance, coordinated with City Communications staff
  - Venue scheduling, booking, and coordination
  - Exhibits coordination
  - Meeting management
  - Community input gathering, collation, analysis, recommendations
- One (1) Virtual Webinar, including:
  - Marketing and outreach assistance, coordinated with City Communications staff
  - Online platform consistent with PSL requirements
  - Exhibits coordination
  - Meeting management
  - Community input gathering, collation, analysis, recommendations
- One (1) updated Recorded Project Presentation to be made available on PSL's website for online, anytime viewing.

**TASK 12: PROJECT MANAGEMENT**

Project management will include the following:

**1. PROGRESS REVIEWS**

Monthly progress meetings will be held between the City and the engineer's Project Manager to review the engineer's progress. These monthly meetings will also include coordination with FHWA to support the City's RAISE Grant compliance efforts.

**2. PLAN REVIEWS**

Review meetings will be held as deemed necessary during the development of the plans and contract documents at the City's office. The engineer will at minimum have meetings at approximately the 30%, 60%, 90%, and 100% stages of completion of design. The City will complete review and have all comments returned to the engineer within 21 days. The format of these plan review meetings will be agreed upon with the City.

**3. DELIVERABLES**

The Engineer shall submit the following:

- Three (3) copies of technical design memorandum, typical sections, and associated exhibits.
- One (1) copy of design calculations
- Plans to municipal staff and utility companies to prepare for a coordination meeting.

- Three (3) sets of design plans for progress reviews (11"x 17")
- One (1) set of final construction plans (11" x 17") in PDF format.
- Technical Specifications (in "Word") for inclusion in the Contracts Documents. Contract Documents are provided by the City in draft form; engineer to modify and submit final for City review/approval. Technical specifications prepared by the engineer shall be based on the FDOT Standard Specifications for Road and Bridge Construction, current edition and the City's Engineering Standards for Land Development.
- Necessary Bid sets (CD's to be paid for by interested consultants).
- Exhibits for Public Meetings
- Permits (including application packages and response to agencies).

#### **4. RAISE COMPLIANCE ASSISTANCE**

The engineer shall assist the City with the following:

- Quarterly reporting – preparing and submitting required FHWA quarterly compliance and project status reports.
- NEPA compliance – supporting documentation and coordination to achieve and maintain NEPA compliance.
- File maintenance – organizing and maintaining project records for compliance.
- Baseline for performance measures – identifying and documenting baseline data for performance tracking.

#### **TASK 13: BID AND AWARD**

Bid and Award Phase - During this phase, the plans and contract documents, to include final quantities and technical specifications, will be completed. The engineer will assist the City during the bidding process to include proposal coordination, proposal solicitation, pre-proposal meeting attendance, proposal analysis and assistance in award of construction contract. During this phase, the consultant's value engineering and addenda information will be added into the final "Approved for Construction" plans.

Under this phase, the engineer shall reproduce and make available construction contract documents for bidding purposes. Engineer shall also attend one pre-proposal meeting and issue addenda as may be required. The engineer shall assist the City in the review of proposals, checking Consultant references, and providing the City with their recommendations. Engineer shall provide the City with a proposal set of construction drawings in PDF format.

Permits (including application packages and response to agencies).

**4. ITEMS TO BE PROVIDED BY THE CITY**

The City shall provide the following items and services:

- A. Access to the Village Green Master Plan can be found on the City's website at <https://www.cityofpsl.com/government/departments/community-redevelopment/village-green-drive>
- B. Existing roadway plans for Village Green Drive, intersecting roadways, and side streets.
- C. Existing Survey Data and ROW information.
- D. Example construction contract documents in "Word" format.
- E. Permit application fees.

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

The Contract Period start date will be \_\_\_\_\_ and will terminate five hundred and forty-five (545) calendar days thereafter on \_\_\_\_\_. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels he has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

**SECTION V**  
**RENEWAL OPTION**

This section will not be utilized in this Contract.

**SECTION VI**  
**COMPENSATION**

The total amount to be paid by the City to the Consultant is on a per unit price basis listed on Schedule "A" and Exhibit B, for a total amount of **\$2,499,835.00**. Payments will be disbursed in the following manner:

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

**Progress Payments** – Invoices for services shall be submitted once per month, by the tenth (10<sup>th</sup>) day of each month, and payments shall be made within twenty (20) business days, unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Consultant's valid invoice, provided that the invoice is accompanied by adequate supporting documentation and is approved by the Project

Manager is required under Section XVI of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to the assigned Project Manager for this Contract.

The Consultant shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

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

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

## **SECTION VII** **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

## **SECTION VIII** **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by



the Consultant pursuant to the Solicitation and Specifications on file in the Procurement Management Division of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

## **SECTION IX** **INDEMNIFICATION/HOLD HARMLESS**

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

## **SECTION X** **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [section 768.28, Florida Statutes](#).

## **SECTION XI** **INSURANCE**

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision

does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

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

Except as to Workers' Compensation and Employers' Liability and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250072-Professional Engineering Design Services for the Village Green Drive Corridor Improvements Project."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned

and hired automobiles. In the event the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Consultant's most recent annual report or audited financial statement.

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

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

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

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

## **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 subconsultant, supplier of materials, laborer, or other person or entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

## **SECTION XIV** **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. §35.151. Consultant and any subconsultants shall comply with section 119.0701, Florida Statutes. The Consultant and any subconsultants 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

## **RECORDS**

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

to comply with all public records laws, specifically to:

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

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

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

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

TRADE SECRETS

**CITY CLERK**  
**121 SW Port St. Lucie Blvd.**  
**Port St. Lucie, FL 34984**  
**(772) 871 5157**  
**[prc@cityofpsl.com](mailto:prc@cityofpsl.com)**

Any material submitted to the City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Consultant shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Consultant. Consultant shall indemnify and defend the City, its employees, agents, assigns, successors, and subconsultants from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

### **SECTION XV** **E-VERIFY**

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

1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Consultant enters into a contract with a subconsultant, Consultant must require each and every subconsultant to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subconsult with an unauthorized alien. The Consultant shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Consultant shall immediately terminate any contract with any subconsultant if Consultant has, or develops, a good faith belief that the subconsultant has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subconsultant of Consultant knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subconsultant.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Consultant may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A Consultant is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Consultant, or any subconsultant may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision otherwise provided herein.

## **SECTION XVI**

### **INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Consultant of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Consultant shall be entitled to payment, as described in Section VI. If upon such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Consultant shall then be afforded an opportunity, if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Consultant to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Consultant, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Consultant shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Consultant of his responsibility to remedy any deviation, deficiency, or defect.

**Authority** - The Consultant is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

**Notification** - The Consultant shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

**Defective Work** - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Consultant. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Consultant fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Consultant and may be deducted from any moneys due to the Consultant or his Surety.

**Repair or Replacement** - Should any defect appear during the warranty period, the Consultant shall, at his own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

**Deductions** - In the event the City deems it expedient to perform work which has not been done by the



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

## **SECTION XVII** **SCRUTINIZED COMPANIES**

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

## **SECTION XVIII** **CONTRACT ADMINISTRATION**

**Amendments** - The City and the Consultant agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the express intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Consultant.

**Fiscal Year** - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1<sup>st</sup> through September 30<sup>th</sup>.

**Joint Venture** - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership or joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Consultant nor any of Consultant's agents, employees, subconsultants or consultants shall become or be deemed to become agents or employees of the City. Consultant shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subconsultants, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation

or liability on behalf of, in the name of, or binding upon another party to the Contract.

**Performance by Industry Standards** - The Consultant represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Consultant's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

**Permits, Licenses, and Certifications** - The Consultant shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's Contract, and return it with the signed Contract and insurance documents.

**Use of Name or Intellectual Property** - Consultant agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

**Waiver** - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Consultant, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

## **SECTION XIX** **ADDITIONAL REQUIREMENTS**

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

**City's Public Relations Image** - The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting himself in an unacceptable manner shall be removed from the project at the request of the City Manager.

**Cooperative Purchasing Agreement** - This Contract may be expanded to include other governmental agencies. Consultant 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.

**Individual Liability** – PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL OR AGENT OF CONTRACTOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

## **SECTION XX** **ASSIGNMENT**

Consultant shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Consultant sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

## **SECTION XXI** **TERMINATION**

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

- I. The Consultant fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant;
- II. The Consultant fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Consultant is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Consultant has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
- VI. If the City determines that the actions, or failure to act, of the Consultant, its agents, employees or subconsultants have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VIII. The Consultant furnished any statement, representation, or certification in connection with the contract, which is materially false, deceptive, incorrect, or incomplete.

**Notice of Default** - If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the Contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Consultant. Any such charge, in the

City's option, may be invoiced to Consultant or deducted from sums due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

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

**Termination for Non-Appropriation** - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

## **SECTION XXII**

### **LAW, VENUE, AND WAIVER OF JURY TRIAL**

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

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

## **SECTION XXIII**

### **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 City determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

## **SECTION XXIV**

### **CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client(s) 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 its Treasure Coast clients and related Scope of Work.

## **SECTION XXV**

### **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that he 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 XXVI** **ATTORNEY'S FEES**

Each party is responsible for its own attorney's fees for any event arising from or related to this Contract. Each party expressly waives its right to seek attorney's fees from the other party, regardless of the source of such right.

#### **SECTION XXVII** **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 XXVIII** **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 XXIX** **SEVERABILITY**

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

#### **SECTION XXX** **AUDITS**

The Consultant shall establish and maintain a reasonable accounting system that enables the City to readily identify the Consultant's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating

work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Consultant shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Consultant, including, but not limited to, those kept by the Consultant, its employees, agents, assigns, successors, and subconsultants. Such records shall be made available to the City during normal business hours at the Consultant's office or place of business. The Consultant shall not impose a charge for audit or examination of the Consultant's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Consultant for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Consultant. Evidence of criminal conduct will be turned over to the proper authorities.

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

#### **SECTION XXXI** **ORDER OF PREFERENCE**

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

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

#### **SECTION XXXII** **CONSTRUCTION**

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

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

**SECTION XXXIII**  
**DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS**

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

**SECTION XXXIV**  
**COOPERATION WITH INSPECTOR GENERAL**

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, consultant, and subconsultant to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Consultant understands and will comply with this statute.

**SECTION XXXV**  
**NON-EXCLUSIVITY**

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

**SECTION XXXVI**  
**FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

**SECTION XXXVII**  
**FEDERAL REQUIREMENTS**

The City anticipates that it will pay for this project, in whole or in part, using grant funding. The City was awarded a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant from the U.S. Department of Transportation, Award No. 693JJ32440606 ("Grant"). The Grant and all incorporated terms are hereby incorporated into this Contract by reference. The Grant is a federally funded, and therefore, Contractor agrees to comply with all federal requirements, including, but not limited to:

**Pursuant to 2 CFR 200.327 and Appendix II of 2 CFR 200, the following federal requirements and contract provisions are incorporated herein, where applicable.**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the City of Port St. Lucie including the manner by which it will be affected and the basis for settlement. Termination for cause and for convenience by the City of Port St. Lucie, including the manner by which it will be affected and the basis for settlement, are addressed in Section XXI of the Contract.

The following Items (1) through (22) are "MANDATED CONDITIONS" that will be incorporated into this Contract, where applicable.

(1) **EQUAL OPPORTUNITY EMPLOYMENT**

In accordance with 41 C.F.R. §60-1.4(b), the sub-recipient/contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor's](#) legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's

primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

## (2) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient/contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## (3) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which

may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The federal awarding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### (4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the federal awarding agency.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. The contractor

agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the federal awarding agency.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

**(5) SUSPENSION AND DEBARMENT**

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Port St. Lucie. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Port St. Lucie, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(6) BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonFederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**(7) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- a. If the Sub-Recipient/contractor, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient/contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used

whenever possible:

- on solicitation lists;
- 1) Placing qualified small and minority businesses and women's business enterprises
  - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(8) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148)

As required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the

wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Wage Decision *is not* applicable to this Contract.

(9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand (\$10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand (\$10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(10) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the federal awarding agency, as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan

guarantee funds to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*(c) Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

*(d) Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services

used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(11) RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Contractor agrees to comply with the above requirements when applicable.

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) BUILD AMERICA, BUY AMERICA (BABA):



Build America Buy America Act ("BABA"), as amended from time to time, applies a domestic content procurement preference requirement to Federally funded public "infrastructure" projects. It is the responsibility of the Contractor to review the most up to date and current language, terms, and conditions of BABA and to ensure that, if the project triggers BABA requirements, the Contractor is abiding by the domestic content procurement requirements and/or obtaining any applicable waiver. Contractor agrees to indemnify and hold the City harmless in regard to the fulfillment any BABA requirements.

This agreement is for services related to a project that is subject to the Build America, Buy America Act requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022, and Additional Guidance for Implementing the Build American, Buy American Act, August 23, 2023.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the nonfederal entity with each bid or offer for an infrastructure project, unless the federal awarding agency waives a domestic preference requirement. Contractors and subcontractors certify that no federal financial assistance funding or nonfederal matching funds (if required) for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project were produced in the United States (BABA, Pub. L. No. 117-58, §§ 70901-52). Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with the BABA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the recipient, who will, in turn, forward the disclosures to the federal awarding agency.

For federal financial assistance programs subject to BABA, contractors and subcontractors must sign and submit the attached certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the subrecipient or recipient, as applicable) for each bid or offer for an infrastructure project that does not have an applicable BABA waiver. Contractor shall complete and return a fully executed certification to the City before beginning work on the project.

#### (14) ACCESS TO RECORDS

The contractor agrees to provide the City of Port St. Lucie, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall maintain records for a period of five (5) years after all funds have been expended or returned to the City of Port St. Lucie, whichever is later.

The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to permit the federal awarding agency or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the contractor

acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

(15) CHANGES

To be allowable under the grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

(16) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and policies, procedures and directives.

(17) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

(18) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Contract.

Any procurement involving funds authorized by this Agreement must comply with all applicable federal and state laws and regulations, to include [2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200](#).

(19) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(20) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

(21) PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient/Contractor] by the [federal awarding agency]."

(22) COPYRIGHT AND DATA RIGHTS (If applicable)

License and Delivery of Works Subject to Copyright and Data Rights

The contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City of Port St. Lucie, FL or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the contractor will deliver to the City of Port St. Lucie, FL data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the City of Port St. Lucie, FL.

(23) CIVIL RIGHTS ASSURANCES

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
  3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>
  4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided
- Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

Contractor and any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from

excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

### **SECTION XXXVIII** **GRANT REQUIREMENTS**

- (1) This Contract is contingent upon City having obtained prior written approval from the USDOT agreement officer for the subaward or contracting out of any work. Such approval is contingent upon a fair and reasonable price determination on the part of the City and the agreement officer's concurrence on that determination.
- (2) All activities under this Contract are subject to the cost principles at 2 C.F.R. 200, subpart E, including provisions on determining allocable costs and determining allowable costs.
- (3) City may unilaterally modify this agreement to comply with changes in law or modification of the Grant. To unilaterally modify this agreement in accordance with this section, the City must provide to the Consultant a notice that includes a description of the modification and state the date that the modification is effective.
- (4) Consultant shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The failure of this Contract to expressly identify Federal law applicable to the Consultant or activities under this agreement does not make that law inapplicable.
- (5) The City shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.Contractor shall provide records and otherwise fully cooperate with all monitoring activities of the City. If the City requests information from the Consultant, Consultant shall respond in the form and at the time detailed in the notice requesting information.
- (6) The Consultant agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff.
- (7) By signing this Contract, Consultant agrees that it is subject to and will comply with all terms contained in the documents entitled "ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITTING FROM FEDERAL FINANCIAL ASSISTANCE," included as Term B.1. of Exhibit B of the Grant,

“APPENDIX A” of Exhibit B of the Grant, and “APPENDIX E” of Exhibit B of the Grant.

- (8) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (9) Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- (10) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- (11) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (12) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- (13) Incorporation of Provisions: The contractor will include the provisions of paragraphs eight through thirteen, above, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (14) During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**a. Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

(15) Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

- a.** The prospective lower tier participant is providing the certification set out below.

- b.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with



which this transaction originated may pursue available remedies, including suspension and/or debarment.

(16) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(17) As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under the Grant shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

Accordingly, by executing this Contract, Consultant certifies that it does not have a tax delinquency or felony conviction. Furthermore, Consultant shall, for all subcontractors, take all actions required by Section 6 of Term B.3. of Exhibit B of the Grant.

(18) Term B.4 of Exhibit B of the Grant is inserted into this Contract:

**TERM B.4**

**RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

- a. *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway,

but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

- b. *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:
- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
    - i. Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
    - ii. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
  - (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**SECTION XXXIX**  
**ENTIRE AGREEMENT**

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

*(Balance of page left intentionally blank)*

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

CITY OF PORT ST. LUCIE, FLORIDA

CONSULTANT

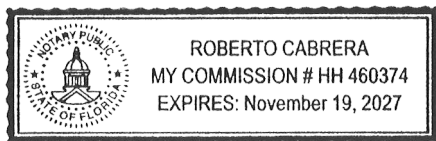
By: \_\_\_\_\_  
Purchasing Agent

By:   
Authorized Representative

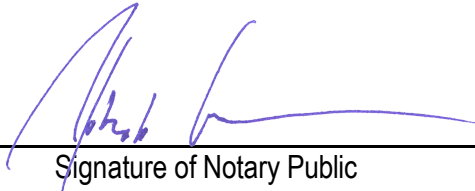
NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF St. Lucie        )

The foregoing instrument was acknowledged before me by ☒ physical presence or [ ] online notarization, this 13th day of May, 2025, by Stefan K. Matthes who is ☒ personally known to me, ~~or who has [ ] produced the following identification:-~~



NOTARY SEAL/STAMP

  
\_\_\_\_\_  
Signature of Notary Public

**Roberto Cabrera**

\_\_\_\_\_  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires: **11-19-26**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT																
Name of Project:		Village Green Drive Corridor Improvements Project								Consultant Name: Culpepper & Terpening Inc.						
County:		St. Lucie								Consultant No.:						
FPN:		0								Date: 5/1/2025						
FAP No.:		0								Estimator: Abu Nazmurreza						
Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer, PE	Sr. Project Manager, PE	Project Engineer, PE	Engineering Designer II	Engineering Designer I	Sr. Engineering Technician	Sr. Environmental Specialist	Community Outreach Specialest	Project Coordinator	Administrative Services	N/A	N/A	SH By	Salary Cost By	Average Rate Per
		\$320.00	\$270.00	\$200.00	\$150.00	\$130.00	\$140.00	\$145.00	\$95.00	\$130.00	\$90.00	\$0.00	\$0.00	Activity	Activity	Task
3. Project Common and Project General Tasks	1,292	0	245	155	129	245	0	0	0	129	129	0	0	1,032	\$176,730	\$171.25
4. Roadway Analysis	1,967	197	197	295	393	393	393	0	0	98	0	0	0	1,966	\$353,030	\$179.57
5. Roadway Plans	1,029	93	93	154	206	206	226	0	0	51	0	0	0	1,029	\$181,620	\$176.50
6a. Drainage Analysis	1,198	108	108	180	240	240	264	0	0	60	0	0	0	1,200	\$211,680	\$176.40
6b. Drainage Plans	240	22	24	36	48	50	48	0	0	12	0	0	0	240	\$42,700	\$177.92
6c. Selective C&G	91	9	9	14	18	18	18	0	0	5	0	0	0	91	\$16,320	\$179.34
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	2,045	102	205	307	409	450	470	0	0	102	0	0	0	2,045	\$348,300	\$170.32
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	362	36	36	54	72	80	65	0	0	18	0	0	0	361	\$64,680	\$179.17
20. Signing & Pavement Marking Plans	121	12	12	18	24	27	22	0	0	6	0	0	0	121	\$21,650	\$178.93
21. Signalization Analysis	237	24	24	36	47	45	50	0	0	12	0	0	0	238	\$42,820	\$179.92
22. Signalization Plans	93	9	9	14	19	18	20	0	0	5	0	0	0	94	\$16,750	\$178.19
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours		8,675	612	962	1,263	1,605	1,772	1,576	0	0	498	129	0	0	8,417	
Total Staff Cost			\$195,840.00	\$259,740.00	\$252,600.00	\$240,750.00	\$230,360.00	\$220,640.00	\$0.00	\$0.00	\$64,740.00	\$11,610.00	\$0.00	\$0.00	\$1,476,280.00	\$175.39
Check = \$1,476,280.00																
<div>Survey Field Days by Subconsultant 4 - Person Crew:</div> <div>Notes: 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.  2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.</div>																
SALARY RELATED COSTS:																\$1,476,280.00
OVERHEAD:													0%			\$0.00
OPERATING MARGIN:													0%			\$0.00
FCCM (Facilities Capital Cost Money):													0.00%			\$0.00
EXPENSES:													0.00%			\$0.00
Survey (Field - if by Prime)		0											4-person crew days @	\$	-	/ day \$0.00
SUBTOTAL ESTIMATED FEE:																\$1,476,280.00
Subconsultant: Captec																\$59,000.00
Subconsultant: HCE																\$259,870.00
Subconsultant: WA																\$30,000.00
Subconsultant: Ardaman																\$41,000.00
Subconsultant: HSE																\$24,700.00
Subconsultant: C&H																\$178,640.00
Subconsultant: AJEP																\$54,200.00
Subconsultant: DPG																\$73,480.00
Subconsultant: CT Survey																\$229,745.00
Subconsultant: Structural																\$35,000.00
Subconsultant: Project Management																\$23,680.00
Subconsultant: Bid Award																\$14,240.00
SUBTOTAL ESTIMATED FEE:																\$2,499,835.00
Geotechnical Field and Lab Testing																\$0.00
SUBTOTAL ESTIMATED FEE:																\$2,499,835.00
Optional Services																\$0.00
GRAND TOTAL ESTIMATED FEE:																\$2,499,835.00

**VILLAGE GREEN DRIVE CORRIDOR IMPROVEMENTS PROJECT**  
**Culpepper & Terpening, Inc. Project No. 24-152**  
**City of Port St. Lucie Contract No. 20250072**  
**May 1, 2025**

**EXHIBIT B**  
**FEE SCHEDULE**

Compensation to the Consultant shall be as set forth herein. The term "LS" indicates a Lump Sum fee for the tasks specified and is intended to be a fixed fee, not subject to change without the agreement of both parties.

Work effort and project expenses associated with Tasks 1 through 13 will be invoiced on percent complete, not-to-exceed basis as follows:

<b>Task#</b>	<b>Task Description</b>	<b>Amount</b>	<b>Fee Type</b>
1A	Survey & Data Collection	\$ 229,745.00	LS
1B	Environmental Services	\$ 24,700.00	LS
1C	Geotechnical Services	\$ 41,000.00	LS
1D	Master Stormwater Design	\$ 59,000.00	LS
1E	Technical Design Memorandum	\$ 22,040.00	LS
2	30% Design Plans	\$ 508,980.00	LS
3	60% Design Plans	\$ 436,270.00	LS
4	Permitting Services	\$ 54,200.00	LS
5	90% Design Plans	\$ 290,850.00	LS
6	Final 100% Construction Plans	\$ 218,140.00	LS
7	Utility Design Plans	\$ 259,870.00	LS
8	Streetscape, Landscape & Irrigation Plans	\$ 178,640.00	LS
9	Street Lighting Design Plans	\$ 30,000.00	LS
10	Structural Design Plans	\$ 35,000.00	LS
11	Community Engagement	\$ 73,480.00	LS
12	Project Management	\$ 23,680.00	LS
13	Bid and Award	\$ <u>14,240.00</u>	LS
	<b>Total</b>	<b>\$ 2,499,835.00</b>	

Additional services associated with providing expert witness testimony regarding the findings of this contract will be provided on an hourly basis in accordance with the rates provided in Exhibit D.