

**MEMORANDUM**

DATE: September 15, 2016  
TO: **"ORIGINAL"**  
**CITY CLERK**  
FROM: Shelby Reisinger *SR*  
Procurement Management Department  
SUBJECT: Authorization to Release Contract

CONTRACT: #20160085  
CONTRACT TITLE: Design Services for SW Port St. Lucie Blvd. "North Recreation Project"

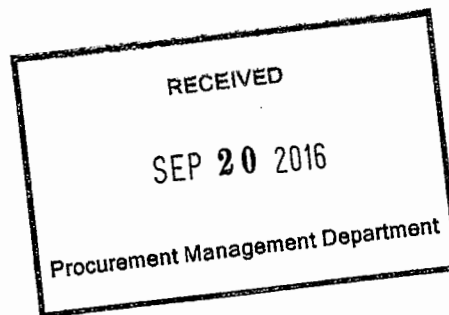
VENDOR NAME: American Consulting Professionals, LLC  
VENDOR ADDRESS: 2000 Palm Beach Lakes, Suite 1000  
CITY & STATE: West Palm Beach, FL 33409

APPROVED BY COUNCIL: September 12, 2016

13h)- AMERICAN CONSULTING PROFESSIONALS, LLC., DESIGN SERVICES FOR SW PORT ST. LUCIE BOULEVARD "NORTH" RECONSTRUCTION PROJECT, #20160085, \$474,650, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 300 CALENDAR DAYS WITH NO OPTION TO RENEW

Please sign two originals and return to Shelby Reisinger in Procurement Management Department.

Thank you.



**RECEIVED**

SEP 15 2016

**CITY MANAGER'S OFFICE**

**CITY OF PORT ST. LUCIE  
CONTRACT #20160085**

This CONTRACT, executed this 20<sup>th</sup> day of September, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part, and American Consulting Professionals, LLC, 2000 Palm Beach Lakes Blvd Suite 1000, West Palm Beach, FL 33409, Telephone No. (561) 253-9563 Fax No. (561) 253-9551, hereinafter called "Engineer", party of the second part.

**RECITALS**

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

**SECTION I  
NOTICES**

Project Manager:

Heath Stocton, PE  
Transportation Engineer  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34984  
Telephone 772 344 4239  
Email: [hstocton@cityofpsl.com](mailto:hstocton@cityofpsl.com)

City Contract Administrator:

Gina Jolly, Buyer  
City of Port St. Lucie Procurement Management  
Department  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-344-4055 Fax: 772-871-7337  
Email: [gjolly@cityofpsl.com](mailto:gjolly@cityofpsl.com)

Engineer:

American Consulting Professionals, LLC.  
2000 Palm Beach Lakes Blvd Suite 1000  
West Palm Beach, Florida 33409  
Telephone: 561-253-9563 Fax: 561-253-9551  
Email: [coreilly@acp-fl.com](mailto:coreilly@acp-fl.com)

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

The specific work that the Engineer has agreed to perform is to provide the following:

Design Services for S.W. Port St. Lucie Boulevard "North" Reconstruction Project

The Scope of Services will be itemized into six (6) tasks. The tasks will include, but not be limited to obtaining survey & geotechnical data, creating construction plans, permitting, and offering support services during the bidding process. Should significant utility conflicts be identified during the discovery phase, a utility coordination meeting may be required.

### **TASK 1-A: SURVEY**

The ENGINEER will supplement the CITY'S existing base map and perform the following tasks:

DESIGN SURVEY- Limits: SW Port St. Lucie Blvd between SW Darwin Blvd and SW Gatlin Blvd.

Consultant shall provide survey data collection for the entire route of the project. The survey shall include Right-of-Way determination and topographic data collection, both horizontal and vertical for project limits. The data collection shall be performed from a minimum of 25' outside of each side of the subject roadway Right-of-Way to the centerline of the roadway. The vertical datum shall be consistent with the City of Port. St. Lucie's 1988 NAVD control network. The work effort shall include the following components:

- Survey base line
- Set Horizontal Control Points along the project route
- Set Vertical Control Points along the project route
- Control for Right-of-Way resolution
- Elevations at 100 foot intervals from the road centerline to 25' beyond the right-of-way.
- Full DTM for existing surface.
- Location and identification of the road right-of-way
- Pertinent topographical information
- Location and identification of utilities within the right of way area. The surveyor shall utilize the City of Port St. Lucie Utility Systems Department base map information.
- Prepare a map of the survey data on 11" x 17" plan format.

### **TASK 1-B: GEOTECHNICAL**

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

1. Perform 20 roadway auger borings (ASTM D-1452) to a depth of 5 feet along SW Port St. Lucie Boulevard.
2. Perform five (5) Standard Penetration Test (SPT) borings (ASTM D-1586) to a depth of approximately 15 feet along SW Port St. Lucie Boulevard.
3. Perform four (4) Standard Penetration Test (SPT) borings (ASTM D-1586) to a depth of approximately 15 feet within future off-site retention areas (maximum of 2 sites, if needed).
4. Perform two (2) South Florida Water Management District (SFWMD) exfiltration tests to obtain soil hydraulic conductivity values for use in the

- design of runoff water retention and detention facilities. These tests will be performed in accordance with methods described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV.
5. Obtain soil samples from the borings for laboratory testing. This includes routine testing for AASHTO classification and may include standard sieve analyses, Atterberg Limits testing, organic content testing, etc.
  6. Perform six (6) cores within the travel lanes of SW Port St. Lucie Boulevard. The purpose of this coring will be to provide data to evaluate existing pavement structure for the roadway widening. No LBR or other laboratory testing will be performed on materials recovered during coring;
  7. Obtain four (4) bulk samples of the shallow soils (upper 2 feet) from alongside of SW Port St. Lucie Boulevard for Limerock Bearing Ratio (LBR) testing for use in pavement design;
  8. Prepare a Roadway Soil Survey report incorporating the data obtained during the laboratory and field programs, and presenting recommendations relative to soil and groundwater parameters to be used in roadway design.

## Phase II- Final Design Phase

In this phase, the ENGINEER will prepare final construction plans and contract documents which will include final quantities. Project improvements include resurfacing the existing roadway, constructing type F curb and gutter, sidewalks on both sides, and pedestrian lighting. The existing median will be reconstructed as needed. One (1) public meeting is included with the consultant preparing display boards and running the meeting. No drainage ponds are anticipated for this project. This scope includes final roadway, drainage, sidewalk, pavement marking, signing, lighting, hardscape (included in roadway plans), probable construction cost estimates, table of pay items, and estimated quantities.

### TASK 2: 30% Design

Preparation of 30% Design Plans will illustrate preliminary detail of horizontal and vertical alignments of the proposed roadway improvements. 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.

Utility Coordination- After CITY approval of the recommended typical section, a copy of preliminary plan sheets 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.

*30% Design Deliverables- the following shall be provided by the ENGINEER:*

1. 30% Roadway Plans
  - Key map
  - Drainage Map
  - Horizontal control plan
  - Typical Section & Notes

- Preliminary Plan / Profile Sheets (1"= 40'/11"x 17")
- Cross-Section Sheets

Task 2- Delivery Date- 120 Days after NTP is issued

**TASK 3:**

Preparation of 60% Design Plans and Permitting will include preliminary Construction Plans ready for permitting. The plans will include the preliminary Roadway, Signing & Pavement Marking and lighting Plans, Stormwater Pollution Plan, and conflict matrix for utility conflicts.

The 60% design deliverables will include the following plans:

1. 60% Roadway Plans:

- Key map
- Drainage Maps
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (1"= 40'/11"x 17")
- Special Profiles
- Erosion Control Plans
- SWPPP Sheets
- Cross-Section Sheets
- Traffic Control Typical Sections and Phasing Notes

2. 60% Signing & Marking Plans:

- General Notes
- Signing and Marking Plans (1"= 40'/11"x 17")
- Details

3. 60% Lighting Plans:

- General Notes
- Lighting Plans (1"= 40'/11"x 17")
- Details

4. Permitting:

- Minor modification of SFWMD ERP No. 56-00332-s
- Dewatering permit.

Task 3- Delivery Date- 180 Days after NTP is issued

**TASK 4:**

Preparation of 90% Design Plans will include substantially complete Roadway Construction Plans. The plans will include the substantially complete Roadway, Signing & Pavement Marking and Lighting Plans, Stormwater Pollution Plan and Quantities.

The 90% design deliverables will include the following plans:

1. 90% Roadway Plans:

- Key map
- Drainage Maps
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (1"= 40'/11"x 17")
- Special Profiles
- Erosion Control Plans
- SWPPP Sheets
- Cross-Section Sheets
- Traffic Control Typical Sections and Phasing Notes
- Cross-Section Sheets

2. 90% Signing & Marking Plans:

- General Notes
- Signing and Marking Plans (1"= 40'/11"x 17")
- Details

3. 90% Lighting Plans:

- General Notes
- Lighting Plans (1"= 40'/11"x 17")
- Details
- Voltage Drop Calculations

Task 4- Delivery Date- 240 Days after NTP is issued

**TASK 5:**

100% Design Plans will include complete design, permit, utility company and City Staff comments for all construction of the proposed roadway for Port St. Lucie Blvd. This phase will include preparation of contract documents, which will include final quantities, signed and sealed cost estimate, and technical specifications.

The 100% design deliverables will include the following plans:

1. Final Roadway Plans:

- Key map
- Drainage Maps
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (1"= 40'/11"x 17")
- Special Profiles
- Erosion Control Plans
- SWPPP Sheets
- Cross-Section Sheets
- Traffic Control Typical Sections and Phasing Notes

2. Final Signing & Marking Plans:

- General Notes

- Signing and Marking Plans (1"= 40'/11"x 17")
- Details

3. Final Lighting Plans:

- General Notes
- Lighting Plans (1"= 40'/11"x 17")
- Details

Task 5- Delivery date- 300 Days after NTP is issued

TASK 6:

Bid and Award Phase- During this phase, the plans and contract documents, to include final quantities, supplemental specifications (as needed) and any technical specifications (as needed), will be completed. The ENGINEER will assist the CITY during the bidding process to include bid coordination, pre-bid meeting attendance, bid analysis and assistance in award of construction contract. During this phase, the contractor's value engineering and addenda information will be added into the final "Approved for Construction" plans.

Task 6- Delivery Date- TBD when funds are available for the Construction Phase.

Deliverables

In addition to the deliverables to applicable permitting agencies, the Engineer shall supply the City the following:

- Three (3) hard copies of 30%, 60%, and 90% Construction Plans Three (3) hard copies of 60% Cost Estimates
- One (1) PDF copy of 30%, 60%, and 90% Construction Plans
- One (1) PDF copy of 60% Cost Estimates
- Four (4) sets of signed and sealed 100% "Approved for Construction" Plans
- Four (4) sets of signed and sealed 100% Cost Estimate
- One (1) PDF copy of 100% "Issued for Construction" Plans (Including Special Provisions, Technical Special Provisions, and Supplemental Specifications at Bid Phase)
- Three (3) hard copies of Special Provisions, Technical Special Provisions, and Supplemental Specifications (To be supplied during bid and award phase)
- One (1) PDF copy of Special Provisions, Technical Special Provisions, and Supplemental Specifications (To be supplied during bid and award phase)
- One (1) AutoCAD copy of 100% "Approved for Construction" Plans (AutoCAD 3D 2013 or later)
- One (1) Excel copy of pay item quantities for inclusion in bid documents
- One (1) copy of permit application submittals

Files can be provided on a flash drive or CD.

**SECTION III  
TIME OF PERFORMANCE**

The Contract shall start October 03, 2016 and will terminate July 30, 2017, three hundred (300) calendar days for tasks 1-5. In the event all work required in the contract specifications has not been completed by the specified date, the Engineer agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

**SECTION IV  
RENEWAL OPTION**

N/A

**SECTION V  
COMPENSATION**

This is a Lump Sum Contract per the Fee Schedule Table below, with a Contract total of \$474,650.00, plus a one-time \$10.00 indemnification fee. . The City will not pay for out-of-pocket expenses including, but not limited to, office & utilities, Subcontractor fees, or any reimbursable expense. There will be no additional amount paid for reimbursable expenses. The Engineer shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts. The City will pay with Visa only.

Compensation shall be in accordance with the Fee Schedule listed below:

Line	TASK DESCRIPTION	TOTAL FEE
1	TASK 1A Research (Survey)	\$ 11,065.00
2	TASK 1B Research (Geotechnical)	\$ 21,690.00
3	TASK 2 30% Design	\$ 129,568.50
4	TASK 3 60% Design	\$ 129,568.50
5	TASK 4 90% Design	\$ 129,568.50
6	TASK 5 100% Design	\$ 43,189.50
7	TASK 6 Bid Award Phase	\$ 10,000.00
8	Indemnification Fee	\$ 10.00
<b>9</b>	<b>Total Fee:</b>	<b>\$ 474,660.00</b>



Progress Payments- The City may make partial payment during the progress of the work upon percentage of work completed as approved by the Project Manager.

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

Invoices for services shall be submitted once a month by the 10th of the month, and payments shall be made in forty five (45) days unless Engineer has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the Project Manager.

### **Engineer VISA Payment Procedures**

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Engineer will be provided this account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the Project Manager (PM) by the 1<sup>st</sup> of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if Subcontractors were used by Engineer.
4. The PM will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1<sup>st</sup> and 5<sup>th</sup> of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

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

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

## **SECTION VI WORK CHANGES**

This is a lump sum contract therefore no change orders are allowed.

## **SECTION VII CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Engineer pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Engineer in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

## **SECTION VIII INDEMNIFICATION/INSURANCE**

The Engineer agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Engineer and persons employed or utilized by the Engineer in the performance of the construction contract. As consideration for this indemnity provision the Engineer shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

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

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. A per project aggregate limit endorsement shall be attached. 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. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent Engineers 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 insurer's clause.

The Engineer shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Engineer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. If Engineer, independent

Engineer or Subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Engineer/independent Engineer/Subcontractor.

The Engineer shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Engineer does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160085 – Design Services for S.W. Port St. Lucie Boulevard "North" Reconstruction Project, Project shall be listed as additionally insured.**" The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon thirty (30) 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 endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Engineers and Subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Engineer to ensure that all Subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Engineer for any and all claims under this Contract.

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

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement.

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

#### **SECTION IX ACTS OF GOD**

The Engineer 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 Engineer 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.

#### **SECTION X PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

#### **SECTION XI COMPLIANCE WITH LAWS**

The Engineer shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Engineer will

comply with all requirements of 28 C.F.R. § 35.151. Engineers and Subcontractor shall comply with § 119.0701, Fla. Stat. (2013). The Engineer and Subcontractor are to allow public access to all documents, papers, letters, or other material made or received by the Engineer in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

As per FS 119.0701:

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract, contact the Custodian of Public Records at

**City of Port St. Lucie**  
**City Clerk**  
**ppr@cityofpsl.com**  
**772 871 5157**  
**121 SW Port St. Lucie, Blvd.**  
**Port St. Lucie, FL 34984**

**SECTION XII**  
**CLEANING UP**

N/A

**SECTION XIII**  
**INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XIV**  
**ADDITIONAL REQUIREMENTS**

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

**SECTION XV**  
**ASSIGNMENT**

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

### **SECTION XVI TERMINATION**

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Engineer thirty (30) days' notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the Engineer shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Engineer except for work timely completed.

### **SECTION XVII LAW AND VENUE**

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

### **SECTION XVIII APPROPRIATION APPROVAL**

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

### **SECTION XIX TRUTH-IN-NEGOTIATIONS**

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

**SECTION XX  
CONFLICT OF INTEREST**

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineer shall disclose all of its Treasure Coast clients and related Scope of Work.

**SECTION XXI  
PROHIBITION AGAINST CONTINGENT FEES**

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

**SECTION XXII  
ENTIRE AGREEMENT**

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



IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Jeffrey Bremer  
Jeffrey Bremer, City Manager

By: Ryan R. Forrestel  
Authorized Representative of American Consulting Professionals, LLC

State of: Florida

County of: Pasco

Before me personally appeared: Ryan R. Forrestel, PE  
(please print)

Please check one:

Personally known X

Produced Identification: \_\_\_\_\_  
(type of identification)

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

WITNESS my hand and official seal, this 29<sup>TH</sup> day of AUGUST, 2016.

Janet A. Sass  
Notary Signature

Notary Public-State of FLORIDA at Large.

My Commission Expires 10-2-2016.



JANET A. SASS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE835248  
Expires 10/2/2016

(seal)



## DESCRIPTIONS (Continued from Page 1)

Professional Liability Retro date is 08/10/2002. Waiver of Subrogation in favor of the Additional Insured applies to all policies listed above as required by written contract. Thirty (30) days prior written notice of cancellation or material change applies to all policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** Provisions A. – T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Incidental Medical Malpractice</li> <li>C. Reasonable Force – Bodily Injury Or Property Damage</li> <li>D. Non-Owned Watercraft – Increased To Up To 75 feet</li> <li>E. Aircraft Chartered With Crew</li> <li>F. Extension Of Coverage – Damage To Premises Rented To You</li> <li>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</li> <li>H. Medical Payments Limit</li> <li>I. Increased Supplementary Payments</li> <li>J. Additional Insured – Owner, Manager Or Lessor Of Premises</li> <li>K. Additional Insured – Lessor Of Leased Equipment</li> <li>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</li> <li>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li>N. Additional Insured – Architect, Engineer Or Surveyor</li> <li>O. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</li> <li>Q. Per Project General Aggregate Limit</li> <li>R. Knowledge And Notice Of Occurrence Or Offense</li> <li>S. Unintentional Omission</li> <li>T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</li> <li>U. Amended Bodily Injury Definition</li> <li>V. Amended Insured Contract Definition – Railroad Easement</li> <li>W. Amended Property Damage Definition – Tangible Property</li> <li>X. Additional Definition – Contract or Agreement Requiring Insurance</li> </ul> |
|---|--|

### PROVISIONS

#### A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

#### B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY**

**INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
  - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
  - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**C. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE**

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

**Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**D. NON-OWNED WATERCRAFT - INCREASED TO UP TO 75 FEET**

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft Exclusion in 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry persons or property for a charge;

2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**E. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

**G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.



**H. MEDICAL PAYMENTS LIMIT**

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

**I. INCREASED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply to:
      - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

(2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

(3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply:
      - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

- 3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

- 1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- 2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

**N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR**

- 1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

- 2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

- 1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

- 2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

**P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS**

- 1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.





However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
  - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
  3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

**Q. PER PROJECT GENERAL AGGREGATE LIMIT**

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
  - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

**R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

**S. UNINTENTIONAL OMISSION**

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT**

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

**U. AMENDED BODILY INJURY DEFINITION**

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

**V. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT**

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

**W. AMENDED PROPERTY DAMAGE DEFINITION - TANGIBLE PROPERTY**

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to **SECTION V – DEFINITIONS**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. BROAD FORM NAMED INSURED</b></p> <p><b>B. BLANKET ADDITIONAL INSURED</b></p> <p><b>C. EMPLOYEE HIRED AUTO</b></p> <p><b>D. EMPLOYEES AS INSURED</b></p> <p><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></p> <p><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></p> | <p><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></p> <p><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> <p><b>J. PERSONAL EFFECTS</b></p> <p><b>K. AIRBAGS</b></p> <p><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></p> <p><b>M. BLANKET WAIVER OF SUBROGATION</b></p> <p><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></p> |
|--|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

### 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., Policy Term, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
- (b) Neither you nor any other involved "insured" will make any settlement without our consent.
- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
- (d) We will reimburse the "insured":
  - (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE;
  - (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE,

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV - BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB6831Y741

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

Any person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver

DATE OF ISSUE: 08 10 2016

ST ASSIGN:



Date: 09/20/2016

**Visa Order Form**  
**City of Port St Lucie**  
**Tax Exempt #: 85-8012667200C-5**  
**Federal Excise #: 59-6141662**

**Charges for VISA may be placed after service is completed or supplies are sent.**

Cardholder Name: 20160085 American Department: Public Works  
Last 4 Digits of Card Number: 5625 Delivery location: City Hall, Bldg. A  
Expiration Date: 09/19  
Billing Address: 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984  
Contact person for question: Barney Reina (772) 873-6307  
Send receipt: **Attn: Barney Reina** [BReina@cityofpsl.com](mailto:BReina@cityofpsl.com)  
Contract #: 20160085

Vendor Name & Telephone/Fax No. American Consulting Professionals, LLC 2000 Palm Beach Lakes, Suite 1000 West Palm Beach, FL. 33409 Tel: (561) 253-9563 Fax: (561) 253-9551 <b>Attn: <a href="mailto:billing@acp-fl.com">billing@acp-fl.com</a></b> *****Visa Order Form Constitutes as Notice to Proceed*****	Date Issued: 09/20/2016
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Quantity	Description	Unit Price	Amount
	<b>Contract #20160085- Design Services for SW Port St. Lucie Blvd. "North Recreation Design"</b> <b>Start Date: 10/03/2016</b> <b>End Date: 07/30/2017 300 calendar days</b>		
1	Task 1A Research (Survey)	\$11,065.00	\$11,065.00
1	Task 1B Research (Geotechnical)	\$21,690.00	\$21,690.00
1	Task 2 30% Design	\$129,568.50	\$129,568.50
1	Task 3 60% Design	\$129,568.50	\$129,568.50
1	Task 4 90% Design	\$129,568.50	\$129,568.50
1	Task 5 100% Design	\$43,189.50	\$43,189.50
1	Task 6 Bid Award Phase	\$10,000.00	\$10,000.00
Total Amount of Contract			\$474,650.00

Delivery date & time after receipt of Visa Order: 30 calendar days

Confirmation Fax #: (772) 871-7337 Confirmation E-mail Address: [BReina@cityofpsl.com](mailto:BReina@cityofpsl.com)

**Prices are to be FOB Destination.**

This order is subject to all the City of Port St. Lucie Terms & Conditions that are available on City's web site at [www.cityofpsl.com](http://www.cityofpsl.com) and supersedes Vendors Terms and Conditions.

**This form is to be completed for every complex project or purchase.**