

**CITY OF PORT SAINT LUCIE
CONTRACT #20200081**

This Contract is for Design Services for the Glades-Tradition Reuse Water Main Project, executed this _____ day of _____, 2020, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Holtz Consulting Engineers, Inc., 607 SW St. Lucie Crescent, Suite 103, Stuart, FL, 34994*, Telephone No. (772)-919-4905, hereinafter called "Consultant", party of the second part.

**SECTION I
RECITALS**

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

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

WHEREAS, the City wishes to contract for Design Services for the Glades-Tradition Reuse Water Main Project as well as other tasks (Work) more specifically described in this Contract; and

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

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

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

**SECTION II
NOTICES**

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

Consultant: Curtis Robinson, Project Manager/Senior Engineer, PE
Holtz Consulting Engineers, Inc.
607 SW St. Lucie Crescent, Suite 103
Stuart, FL, 34994
772-919-4905 / FAX 772-919-4909
Email: Curtis.robinson@holtzconsulting.com

City Contract Administrator: Procurement Management Department
Jason Bezak, Procurement Agent I
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4068 / FAX 772-871-7337
E-mail: JBezak@cityofpsl.com

City Project Manager: Utility Systems Department
Rich Schoenborn, Project Manager
121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984-5099
Telephone: 772-873-6485
Email: RSchoenborn@cityofpsl.com

SECTION III DESCRIPTION OF SERVICES TO BE PROVIDED

SCOPE OF WORK-

Preliminary Engineering Services

Consultant will conduct a preliminary design and evaluation of the reclaimed water system extension, including evaluation of reuse water demands and hydraulic modeling of the entire system from the pumps at the Glades WWTP to the future reuse customers. Consultant will hold a kick-off meeting with City staff to initiate the preliminary engineering evaluation and design. At this meeting, information and methodology required for estimating reclaimed water demand and schedules will be discussed, including approved development plans and properties to be served in the future with the reclaimed water main extension, as well as information regarding the existing reclaimed water pumping system(s) and existing reuse pipelines at the Glades WWTP and along the Glades Cut-Off Road. Consultant shall prepare a meeting agenda and meeting minutes.

Consultant will develop future irrigation demand estimates for reuse water in the area to be served with the reclaimed water pipeline extension, including the following work:

- Consultant will estimate future demands for the proposed reuse pipeline utilizing approved development plans and lists of potential customers to be provided by the City, as available.
- In addition to information available from City staff, Consultant will also research existing SFWMD ERP permitting for land use and research existing City Zoning and Future Land Use Maps to estimate the amount of future irrigatable land within the service area.
- Demand flow estimates will be developed based on accepted criteria including but not limited to, FDEP criteria for reuse water and SFWMD criteria for estimating demand for water use permitting (Modified Blaney-Criddle method).
- Consultant will also use available information to develop an estimated schedule of reuse water use throughout the service area.
- Consultant will hold a meeting with City staff to review the reuse water demand estimates and schedule before proceeding with the modeling effort. At this meeting, input data for the hydraulic model, including future reclaimed water flows, discharge locations, residual pressures at discharge locations, pumping system operations and pump curve at the Glades WWTP and other required input parameters will be discussed and finalized.

Using the future demand estimations, consultant will develop a hydraulic model of the Glades WWTP reuse water distribution system.

- The model will be created using Innovyze' s InfoWater Pro hydraulic modeling software. The existing portion of the reuse water distribution system will be developed utilizing the existing geographical information system (GIS) data provided by the City. Pipe material and elevation of the existing portion of the reuse water distribution system will be added to the model based on City provided record drawings if available. If record drawings are not available, pipe elevation will be assumed to be three feet below grade elevation based on USGS Lidar raster datasets. Additionally, the existing Glades WWTP reuse water distribution pumps will be added to the model based on City provided pump curves.
- The extension of the existing reuse water main from the south side of the Glades Cut-Off Road to the Glades Wastewater Booster Pump Station will be added to the hydraulic model using hydraulic modeling elements that match the proposed reuse main design (exact geographic location, length, material, depth of pipe, etc.).

- Consultant will develop up to five (5) hydraulic modeling scenarios. These scenarios will simulate the addition of new reuse water customers to the Glades WWTP reuse water distribution system. The Consultant will add proposed reuse water use demands to the model based on the reuse flow demand estimates and schedule developed as part of the preliminary design.
- It is assumed that all proposed reuse water customers will receive reuse water via a lined pond. Therefore, in the absence of “on-demand” customers the model scenarios will be performed during steady-state conditions. Consultant will determine the necessary improvements to the reuse water distribution system during each of the model scenarios such that the City is able to satisfy reuse water customer demand while maintaining a minimum level of service (e.g. adequate system pressure and reuse water main velocities).

Consultant shall finalize the pipeline routes and methods of construction. Consultant shall meet with City along the proposed route to review the preferred and cost-effective installation methods. This meeting will be to obtain concurrence with City staff on the open-cut and horizontal directional drill areas of construction. A pipe routing figure will be developed depicting pipe diameters and where open cut vs. horizontal directional drilling construction methods will be proposed.

A preliminary design report (PDR) will be developed summarizing the demand estimations for customers to be served, average and peak flows, pipe sizing and layout, results of the hydraulic modeling, and the figures described above. The PDR will also include phased recommendations for necessary future improvements to provide reuse water and maintain a minimum level of service for buildout, including any required pumping system or piping modifications required at the Glades WWTP. Consultant shall meet with City to review the draft PDR including the results of hydraulic modeling evaluation. Following review of the draft PDR and receipt of comments from the City, Consultant will prepare a final PDR incorporating the City's comments on the draft PDR.

Consultant will hold four (4) meetings with City staff under this task. The first meeting will be the kick-off to review the proposed reuse water services, previously identified potential reuse water customers, and the potential methods of determining future reuse water demand. The second meeting will be to review the reuse water demand estimates and schedule before proceeding with the modeling effort. At this meeting, input data for the hydraulic model, including future reclaimed water flows, discharge locations, residual pressures at discharge locations, pumping system operations and pump curve at the Glades WWTP, and other required input parameters will be discussed and finalized. The third meeting will be to review the pipeline corridor and determine where the proposed reuse pipeline will be installed via open-cut or via horizontal directional drilling. The fourth meeting will be to discuss the results of the modeling evaluation and preliminary design recommendations for the pipeline and any other required improvements at the Glades WWTP as summarized in the draft PDR.

Surveying Services

Consultant will contract with Betsy Lindsay, Inc. to perform survey work and prepare a base drawing for the proposed project, which will include the following:

1. The horizontal control shall be based on the NAD 83 (with 2011 adjustment), Florida East State Plane Coordinate System, and the vertical control shall be based on the North American Vertical Datum of 1988 (NAVD 88). A conversion to National Geodetic Vertical Datum of 1929 (NGVD 29) will be provided. Twelve horizontal and vertical control points shall be established.
2. A topographic survey will be completed from the northern connection point near Glades Cut-off Road to the southern termination near the booster pump station. Cross sections will be provided at 100-foot intervals. The survey will include all grade breaks and major changes in elevation related to canals and drainage ditches. Existing furrows and trees within groves will not be picked up.
3. The northern half of the booster pump station site and adjacent right-of-way will be surveyed on a 50-foot grid. All above-grade improvements including pavement, marked utilities, overhead utilities, and trees will be included on the survey.

4. Consultant will coordinate with the City to mark the approximate locations of existing below-grade utilities for inclusion on the site survey. Once the existing utilities are located, survey will be notified to commence work immediately.
5. Existing easement, right-of-way, and property lines will be provided on the topographic survey. The survey does not include a boundary survey for the route.

No legal descriptions for any easements are included in this task order. Land and easement acquisition shall be the responsibility of the City.

Geotechnical Services

Consultant will contract with Andersen Andre Consulting Engineers, Inc. (AACE) to perform subsurface exploration and geotechnical engineering services. For the purpose of determining the budget allowance, the scope includes performing ten (10) Standard Penetration Test (SPT) borings meeting the requirements of ASTM D1586 to a depth of up to 40 feet as well as twenty-five (25) hand auger borings to depths of about 5 feet below grade (1 per 500 LF). AACE will perform engineering analysis of all data obtained and develop design recommendations for the project including the proposed directional drill locations.

Underground Locating

Consultant will contract with Underdog Utility Detection to provide up to ten subsurface investigations to identify potential underground conflicts for the pipeline route. It is assumed that five (5) soft surface and five (5) hard surface investigations will be provided. The location of these subsurface investigations will be coordinated with the topographic survey for this project.

Engineering Design and Permitting Services

Consultant shall prepare drawings and technical specifications depicting the construction of the new reuse water main based on the preliminary design report developed in Task A.

The pipes will be designed to be constructed via a combination of horizontal directional drill (HDD) and open-cut methods. The main will be designed for installation utilizing the open-cut method as much as feasible. Drainage canal and wetland crossings, and areas that will require extensive dewatering will be constructed with the horizontal directional drill method.

The drawings will be depicted on the topographic survey obtained by the Consultant. Consultant shall visit the site to verify the completeness of the survey and drawings provided. The drawings will include the pipeline in plan and profile. The drawings will depict the pipe work in plan and profile view on a 1"=30' horizontal scale, and a 1"=3' vertical scale. The area of work at the Glades Wastewater Booster Pump Station will be depicted at a closer scale. Technical specifications will be developed based on City's design standards. It is estimated that approximately 29 drawings will be developed including the following:

- G-1 Cover
- G-2 General Notes and Sheet Index
- G-3 Legend and Abbreviations
- G-4 Key Sheet
- C-1 to C-18 Plan and Profile Sheets
- C-19 to C-20 Glades Wastewater Booster Pump Station Piping Plan, Profile and Details
- D-1 to D-2 Pipe and Civil Details
- ES-1 to ES-3 Erosion and Sediment Control Plan and Details

Consultant shall coordinate the work with in and near existing Florida Power and Light (FPL) easements and existing infrastructure with FPL. This coordination shall include two (2) meetings with FPL, and incorporation of FPL's safety and work zone requirements in the design documents.

Consultant shall prepare and submit 60-percent, 90-percent, and final drawings and specifications for of the project for the City review. Consultant will meet with the City to review and address City's comments on each design submittal and make appropriate changes. Consultant shall prepare cost estimates with the 60-percent, 90-percent, and final design phase submittals.

For the crossing of existing wetlands by directional drill, Consultant shall prepare an application for a general permit verification with South Florida Water Management District (SFWMD) for use of the General Permit for Installation, Maintenance, Repair, and Removal of Utility Lines (62-330.453 FAC). Consultant shall respond to requests for additional information (RAIs) from the permitting agency. Permit fees will be paid by City.

The proposed project appears to qualify for Nationwide Permit D for Utility Line Activities for Water and Other Substances (formerly NWP 12) with the US Army Corps of Engineers (USACE). As crossing of any wetlands will be performed by directional drill with no impacts proposed, the requirement for pre-construction notification is not anticipated.

The design does not include any environmental reviews or studies.

Contractor Procurement Services

Consultant will perform, as required by the City, the following services during the bidding phase of the Project:

1. Conduct a pre-bid meeting and issue meeting minutes to all plan holders.
2. Consultant shall answer all Request for Information's (RFI's). Answers for RFI's shall be issued as addenda by the City of Port St. Lucie's Procurement Management Department.
3. Prepare a final Engineer's Opinion of the Estimated Cost of Construction prior to opening the bids.

Engineering Services During Construction

Consultant will assist City with administration of the construction contract by providing the following services (it is assumed that the construction contract will be 12 months from NTP to Final Acceptance by the City, with 9 months of actual construction):

- Consultant shall conduct a pre-construction meeting and monthly progress meetings (assumed to be 12 months) and prepare a meeting agenda and prepare and distribute minutes after each meeting (one pre-construction meeting and 12 progress meetings estimated).
- Consultant shall review and process shop drawings and other submittals.
- Consultant shall provide general construction and contract administration and correspondence.
- Consultant shall review contractor's pay requests (12 applications for payment estimated).
- Consultant shall provide technical interpretations of drawings, technical specifications, and Contract Documents and respond to requests for information (RFIs) as required (4 RFIs estimated).
- Consultant shall prepare work change directives and change orders if required (3 work change directives and 1 change order estimated).
- Consultant shall coordinate construction activities with FPL and provide updates as necessary.
- Consultant shall review record drawings provided by the contractor with their monthly applications for payment and as part of the project close-out process.
- Consultant shall attend start-up and testing of the improvements and shall prepare and administer a punch list once substantial completion is achieved.

Consultant will provide half time inspection during the construction process (estimated at an average of 20 hours per week for 39 weeks of actual construction by a construction inspector, 120 hours by a project engineer and 90 hours by a project manager).

OBLIGATION OF CITY

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

1. Access to the piping route.
2. Future land use and development information as well as proposed customers to be served by the project for use in developing the demand flows and modeling, as available.
3. GIS information for existing utilities.
4. Record drawings of existing utilities, including at the Glades WWTP site and along the Glades Cut-Off Road.
5. Pump curves for existing reuse and/or deep well injection pumps at the Glades WWTP.
6. Prompt review and comment on deliverables.
7. Attendance of key personnel at meetings.
8. All permit application fees.

DELIVERABLES

The following deliverables will be provided to City:

1. Design Kick-off Meeting Agenda and Minutes
2. Preliminary Design
 - a. Draft and Final Preliminary Design Report.
 - i. Reuse demand estimations for customers to be served
 - ii. Average and peak flows
 - iii. Pipe sizing and layout
 - iv. Results of the hydraulic modeling
 - v. Recommendations for serving future build-out
 - b. Preliminary Plans depicting the reuse main route on an aerial and noting the key features of the anticipated locations of directional drill and open cut pipe installation
 - c. Topographic Survey
 - d. Geotechnical Investigation
 - e. A copy of the Hydraulic Model created in Innowyze's InfoWater Pro in native format
3. 60-percent, 90-percent, and final plans and technical specifications. Paper copies and digital copies in PDF, Microsoft Word and AutoCAD Version 2011 will be submitted.
4. Cost estimates with the 60-percent, 90-percent, and final design documents.
5. Copies of Permit Applications and RAI responses (as necessary).
6. Bidding documents, addendums, recommendation of award, notice to proceed, and contract documents.
7. Copies of all shop drawings, submittals, pay requests, meeting minutes, RFI's correspondence, contractor-prepared record drawings and certificate of substantial completion, etc. submitted by the contractor.

SECTION IV **TIME OF PERFORMANCE**

Contract period shall begin on _____, 2020 and terminate on _____, 20__ for a total of **710** calendar days. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in this contract has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in this contract has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels he has no control. Requests for time

extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

TASK	MILESTONE	TASK DURATION	CUMULATIVE DURATION**
Task A – Preliminary Engineering Services			
Design Kick-off Meeting	Meeting		
Preliminary Design Report & Exhibits (PDR)	Submittal	80 days from NTP	80 days
Task B to D – Preliminary Investigations	Completion	65 days from NTP	
Task E – Engineering Design Services			
60-Percent Design	Submittal	40 days from PDR	120 days
90-Percent Design	Submittal	35 days from 60%	155 days
Final Design	Submittal	35 days from 90%	190 days
Task F – Contractor Procurement Services	Completion	60 days	250 days
Task G – Eng. Services During Construction	Start	90 days	340 days
	Completion	360 days	710 days

SECTION V
RENEWAL OPTION

There are no renewal options for this contract.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Consultant is on a time and materials basis per the fee schedule below. Payments will be disbursed in the following manner: Monthly progress payments shall be based on the percentage of work completed.

FEE SCHEDULE	
TASKS	TOTAL COST
Task A – Preliminary Engineering Services	\$59,660.00
Task B – Surveying Services	\$29,935.50
Task C – Geotechnical Investigation (Time and Expense)	\$15,946.50
Task D – Underground Locating (Time and Expense)	\$4,880.00
Task E – Engineering Design Services	\$89,635.00
Task F – Contractor Procurement Services	\$2,955.00
Task G – Engineering Services During Construction	\$149,150.00
TOTAL	\$352,162.00

SCHEDULE OF HOURLY BILLING RATES

Principal / Associate	\$ 250
Senior Engineer / Manager	\$ 200
Project Manager (PE)	\$ 175

Project Engineer (PE)	\$ 130
Project Engineer (EI)	\$ 110
Senior Designer	\$ 115
Construction Technician V	\$ 115
Administrative Assistant	\$ 70

Hourly Rates for additional services may be utilized, as determined by the City. Hourly Rates, Lump Sum, and Fixed Fee amounts are to include all reimbursable expenditures, including travel, meals, copies and so forth.

Invoices for services shall be submitted by the 10th of the month, and payments shall be made within forty-five (45) days unless Consultant 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.

Consultant VISA Payment Procedures

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Engineer will be provided this account number to process payments.
2. A purchase order to the Consultant for this project may not be issued.
3. The Consultant will send the Project Manager by the 1st 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 Consultant to proceed with placing the charge on the BOA specified account.
6. The Consultant 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 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Consultant 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 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 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 Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

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

SECTION X
SOVEREIGN IMMUNITY

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

SECTION XI
INSURANCE

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained

herein, as well as City's review or acceptance of insurance maintained by 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 sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$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 Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage shall apply as primary and non-contributory. A waiver of subrogation shall 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, Employers' Liability, and Professional 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 # 20200081 – Design Services for the Glades-Tradition Reuse Water Main Project shall be listed as additionally insured"**. The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

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

It shall be the responsibility of the Consultant to ensure that all Consultants, independent Consultants and/or sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the Consultant to obtain Certificates of Insurance from all Consultants, independent Consultants, and sub-consultants, listing the City as an Additional Insured without the language when required by written contract.

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

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

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

SECTION XII ACTS OF GOD

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal

intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Consultant, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Consultant shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

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

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

SECTION XIV **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701, Fla. Stat. The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library/archives/records-management/general-records-schedules/>).
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/sub-consultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

**SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XVI
SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_12_13_Web_Update_PFIA_Prohibited_List.pdf?ver=2017-12-13-144624-667

SECTION XVII ADDITIONAL REQUIREMENTS

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

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

Patent Fees, Royalties, and Licenses – If the Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Consultant and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Consultant shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

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

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

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

SECTION XVIII ASSIGNMENT

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

SECTION XIX TERMINATION AND DELAYS

A. Termination for Breach of Contract. If the Consultant refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Consultant 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 also in event of termination obtain undelivered materials, by Contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred for such material. Consultant and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Consultant's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Excusable Delays. The right of the Consultant to proceed shall not be terminated nor shall the Consultant be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of another Consultant in the performance of some other Consultant with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Sub-consultant occasioned by any of the above mentioned causes. However, the Consultant must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

C. Termination by the City. The City may terminate this Contract with or without cause by giving the Consultant thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Consultant. Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly 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 Consultant except for work timely completed.

D. Termination for Insolvency. The City also reserves the right to terminate the remaining services to be performed in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

SECTION XX
LAW, VENUE AND WAIVER OF JURY TRIAL

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

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
TRUTH-IN-NEGOTIATIONS

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

SECTION XXIII
CONFLICT OF INTEREST

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

SECTION XXV
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXVI
CODE OF ETHICS

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVII
POLICY OF NON-DISCRIMINATION

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

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

SECTION XXIX
ENTIRE AGREEMENT

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

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

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: _____ By: David Holtz
Purchasing Agent Authorized Representative

State of: FL County of: Palm Beach

Before me personally appeared: David Holtz
(Please print)

Please check one:
Personally known Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this 9 day of November, 2020.

April Xaros
Notary Signature

Notary Public State of FL at Large.

My Commission Expires 3-21-22



(seal)