

CONSTRUCTION AGREEMENT #20210028

CITY OF PORT ST. LUCIE

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") is made and entered into this _____ day of _____, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida (hereinafter called "City"), and NEW WORLD BUILDERS, INC. (hereinafter called "Contractor" or "Proposer"). The City and the Contractor may hereinafter be referred to each individually as a "party", and collectively as "the parties".

SECTION I
RECITALS

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

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

WHEREAS, the City wishes to contract with a Contractor to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

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

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

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


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

SECTION II
NOTICES

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

Contractor: Charles Jordan
President
New World Builders, Inc.
426 N. Stone Street
DeLand, Florida 32720-4059
Telephone: 386-868-2209
E-Mail: cjordan@new-worldbuilders.com

City's Initials: _____

Contractor's Initials: 

City Contract Administrator: Robyn Holder
Procurement Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-344-4293
E-mail: RHolder@cityofpsl.com

City Project Manager: Jennifer Davis
CRA Project Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34952
Telephone 772-344-4342
Email: jdavis@cityofpsl.com

Project Location: Historic Peacock Lodge
2410 SE Westmoreland Blvd.
Port St. Lucie, FL

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

1. Subject to the provisions of this Agreement, Contractor shall perform those certain services, and furnish that certain labor and materials as set forth in the Contractor's proposal, which is attached hereto and incorporated herein as **Exhibit A** (the "Work" or "Scope of Work"). The Work shall be performed at the Project Location, of which the City represents and warrants it is the fee simple title owner.


2. Contractor shall perform the Work in reasonable accordance with the provisions and requirements of the Contract Documents. However, to the extent there exists any inconsistency or conflict between any of the Contract Documents, Contractor shall be expressly permitted to, in its sole and absolute discretion, defer to and follow the obligation (or enforce the right) which is most consistent with its standard business practices, as amended from time to time, and as determined in its sole and absolute discretion.

3. Contractor shall, unless excluded in **Exhibit A**, furnish and provide all necessary supervision, management, and labor to perform the Work in a good and workmanlike manner in accordance with the Contract Documents (subject to its discretion reserved above).

4. The term "Contract Documents" refers to and means, exclusively, the following documents as amended and actually received by Contractor to the date hereof, in the following order of precedence:

- a. Contractor's Scope of Work attached hereto as **Exhibit A**;
- b. The published solicitation documents produced by the City for this Project, as well as the Contractor's written responses thereto;

City's Initials: _____

Contractor's Initials: 

c. Those certain plan/specifications prepared by Bender & Associates, Architects (the "Design Professional") with a project or identification number of 2002 and a version/revision date of 5/1/2020 (the "Project Drawings"); and

d. Duly executed amendments to the Contract Documents.

5. The City shall provide reasonable access to the Project to the Contractor and its subcontractors, employees, and other personnel throughout the entire duration of the Work during normal working hours, and only as necessary to perform the Work. The Project area shall be both a staging area for its equipment, materials, and laborers (as well as for the delivery and preparation thereof), as well as a secured area in which to park and operate one or more mobile jobsite offices (which may take the form of a 40' motorhome and/or similar vehicle). The surrounding area of the Project shall be fenced off at the Contractor's expense to prevent unauthorized access. The Contractor shall submit bills related to same to the Parks and Recreation Department to be reimbursed as a separate expense from the contract. Reimbursement shall be made promptly in accordance with the Florida 'Local Government Prompt Payment Act', as amended. At such time as any outdoor materials or equipment no longer need to be staged in this area, the Contractor, at its discretion, can arrange to have any perimeter fencing removed accordingly. The Contractor shall place City-designated banners and signage on the mobile jobsite office, as well as the perimeter fence at the Project.

SECTION IV **TIME OF PERFORMANCE**

1. Contractor anticipates commencing mobilization of the Work within thirty (30) business days of the last of the following to occur, as applicable:

a. Contractor has received the permit(s) necessary for completion of the Work from the applicable building department having jurisdiction over the Project;

b. Contractor has received all necessary information, selections, and approvals from City and other third parties from whom such items are required in order to commence and complete the Work (including final approval of the Project Documents); and

c. City has issued a 'notice to proceed' to Contractor in written form satisfactory to Contractor, if requested by Contractor or required by City.

2. Allowing for reasonable extensions due to factors such as materials and labor shortages, inclement weather, and other variables, the Contractor anticipates reaching substantial completion of the Work within two hundred seventy (270) calendar days of commencing actual performance of the Work.

3. The parties understand and acknowledge that, given the uncertainties and variables inherent in the performance of the Work, Contractor cannot guarantee or warrant the actual date of commencement or completion of all or any portion of the Work. As such, any date or time for commencement or completion of all or any portion of the Work given by Contractor shall be considered to be a rough estimate only, and not a guarantee or warranty of the same. City shall not rely upon any such estimate in taking action based on this Agreement.

4. The City shall not interfere with, nor shall the City enter upon or permit any person (except for inspections by the City and other authorized personnel) to enter upon the Project site once the Work has commenced. City shall not take any action, nor shall the City refrain from taking required action, which would prevent, delay, or impeded the performance of any portion of the Work.

SECTION V
RENEWAL OPTION

There shall be no contract renewals.

SECTION VI
Financial Arrangements

1. Subject to adjustment through authorized Change Orders and increases allowable hereunder, the total amount to be paid by the City to the Contractor for the Work is **\$859,135.97** (the "Contract Amount"). The 'Schedule of Values' for the Contract Amount is attached hereto and incorporated herein as **Exhibit B**. Notwithstanding any other provision of this Agreement to the contrary, in no event shall Contractor be required to pay for any impact fees, zoning fees, variance fees, or any other cost, fee, or expense arising from or relating to the City's use, ownership, or occupancy of the Project, or the performance of the Work. The Contractor has made no representation or warranty to the City, and expressly disclaims the same, regarding any maximum cost for materials and labor involved in the Work—it being acknowledged that such costs are currently volatile and therefore highly unpredictable. Payments due under this Agreement. will be disbursed in the following manner:

a. **Progress Payments** – Applications for progress payments may be submitted by Contractor once a month, by the tenth (10th) day of each month for the immediately preceding month's outstanding balance. Applications for payment will be based on percentage of actual completion of the Work to the date thereof, using the Schedule of Values attached hereto as **Exhibit B**, together with any expected or anticipated costs, fees, and expenses to be incurred within the next payment period. Within twenty (20) business days of receiving an application for payment from Contractor, the City shall pay the Contractor in full for the period covered in the application for progress payment, less any applicable retainage. If the City objects to all or any portion of an application for payment, the City must present the grounds for such dispute to the Contractor in writing not later than twenty (20) business days from its receipt of the application for payment. The Contractor may use the 'Application and Certification for Payment' form which is attached hereto as **Exhibit C** in order to make its applications for payment. Retainage of five percent (5%) may be withheld from each progress payment. With each progress payment application, Contractor will submit partial conditional lien releases in the form prescribed by Section 713, *Florida Statutes* from Contractor and all subcontractors and suppliers for materials which were identified in the previous month's invoices for progress payment will be required. If all such releases are not timely provided to the City as set forth herein, the City may, in its sole discretion, withhold further payment until such time as all such releases are received. At no time shall the City be entitled to withhold more than five percent (5%) of the total Contract Amount as retainage.

b. **Acceptance and Final Payment** - Upon receipt of written notice that the Work is ready for final inspection and acceptance, the City will promptly (but in no event later than twenty (20) days

from receipt of notice) make such inspection. The City shall have twenty (20) days from completion of its inspection to deliver to Contractor a written punch list of portions of the Work (if any) that the City believes to be incomplete. If no such punch list is received by the Contractor, then the Work shall be deemed to be fully complete, accepted, and approved the City, and the City shall make final payment to Contractor (including all retainage withheld) within twenty (20) days of receipt of Contractor's final application for payment. If a punch list is received by Contractor, the Contractor shall have five (5) days to review and either accept or reject responsibility for each item noted therein. If the Contractor rejects responsibility for certain items listed in the punch list, it shall state with reasonable specificity the reason(s) therefor. The City and Contractor shall work together in good faith to resolve any accepted and agreed upon punch list items within a reasonable time thereafter; provided that it shall be an express and absolute condition precedent to the Contractor's obligations to perform such punch list work that all portions of the Contract Amount, less five (5%) retainage, be paid to the Contractor. Once the Work has been fully performed under the requirements of the Contract Documents, the entire balance of the Contract Amount will be due the Contractor and will be paid to the Contractor within twenty (20) days. Time is of the essence with regards to all of the foregoing.

2. The City may, at its option, require the Contractor to submit a final payment affidavit evidencing all subcontractors and suppliers which are owed any sum arising from the Work and engaged by Contractor on the Project. The Contractor shall be required to submit final conditional lien releases for each subcontractor and supplier for whom an outstanding balance is owed. All manufacturers' warranty documents must be provided in the format requested by the City prior to final payment.


3. All invoices, applications for payment, and correspondence related to requests for payment under this Contract must contain the City's Contract number, Purchase Order number (If Applicable), detail of items with prices that correspond to the Contract, a unique invoice number and conditional partial or final releases of lien.

4. Taxes. Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of the Work.

SECTION VII
AUDITS

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the City throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to

City's Initials: _____

Contractor's Initials: 

charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

SECTION VIII
CHANGE ORDERS

1. The term "Change Order" refers to and means a duly authorized amendment to this Agreement or the Contract Documents. Either party may request a modification to this Agreement in writing at any time. If the City requests changes in the nature of additions, deletions, or modifications to the Contract Documents or the Work, the Contractor shall promptly prepare an amendment to this Agreement proposing corresponding adjustments in the Contract Amount, time for completion, and any other provisions of this Agreement which may be impacted by such requested changes. 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. Any adjustment in the Contract Amount 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. However, the foregoing shall not apply in the event of emergency circumstances.

2. In the event that Contractor submits a request for Change Order to City, City shall promptly review and respond to the same as soon as is commercially practicable. The completion deadline for the Work shall be tolled for the duration of the City's review of a Change Order, and the parties' negotiation of a Change Order.

3. In the event of an emergency circumstance (as reasonably determined by Contractor in good faith) in which immediate action pertaining to the Work or Project is necessary in order to prevent likely damage or harm to the Project, or possible injury to the public, the Contractor is hereby authorized to act without first securing the written consent of the City, and the Contractor shall be entitled to the reasonable value of its additional work upon submitting an application for payment to the City.


SECTION IX
CONFORMANCE WITH PROPOSAL

[intentionally omitted]

SECTION X
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract and to that extent Contractor 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. The aforesaid agreement by Contractor shall apply to all damages

City's Initials: _____

Contractor's Initials: 

and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor 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 Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION XII
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 XII
INSURANCE


The Contractor 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 Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor 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 Contractor shall 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 the Scope of Work performed by Contractor 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 Contractor shall 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
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City's Initials: _____

Contractor's Initials: 

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 and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurers clause.

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, Business Auto Liability, and Pollution Liability Policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20210028 Renovation of Historic Properties Peacock Lodge-Westmoreland Project is 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 Contractor 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.

4. Automobile Liability Insurance: The Contractor shall 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 Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor 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 non-contributory basis.
5. Pollution Insurance: Contractor shall procure and maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence,

\$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

6. Waiver of Subrogation: The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to ensure that all independent contractors and/subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language when required by written contract. If contractor, independent contractor 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 contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or 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 contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

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 Contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the contract.

SECTION XIII
FORCE MAJEURE EVENTS; EMERGENCIES

1. **Force Majeure Events**. Contractor's performance of the Work may be delayed, prevented, made impracticable, or made cost prohibitive due to unforeseeable and unavoidable delays or circumstances, including, but not limited to, those caused by federal, state or municipal actions, statutes, ordinances or regulations, acts of God, pandemics (including, but not limited to the COVID-19 virus), epidemics, biological risks, public health emergency, state of unrest or emergency, hurricanes, earthquakes, war, terrorism, civil strife, strike, material or labor shortage, increase in the cost of materials or labor, or any act, condition, thing, or circumstance which is either beyond Contractor's reasonable control, is unforeseen or unanticipated by Contractor, or would render Contractor's continued performance impossible, impracticable, or cost ineffective as determined by Contractor in its sole and absolute discretion (each, a "Force Majeure Event", and collectively, "Force Majeure Events"). If a Force Majeure Event occurs, then the parties shall cooperate in good faith to determine what, if any, of the following should occur: (i). a reasonable extension and modification of the terms of this Agreement (including the Contract Amount and schedule); or (ii). suspension or termination of this Agreement or Change Order (as the case may be), in which case City shall be responsible for all actual costs, fees, and expenses actually incurred by Contractor to the date thereof, together with all costs, fees, or expenses to be incurred thereafter which cannot be reasonably avoided by Contractor. Under no circumstances shall Contractor be deemed in breach of this Agreement, or to have abandoned the project in the event of a Force Majeure Event. The parties expressly agree that increases in labor or materials cost are not foreseeable by Contractor. Accordingly, in the event that Contractor experiences any increase in material or labor costs after this Agreement has been executed, Contractor shall be entitled, upon mutual agreement of both parties, to add to the Contract Amount the actual direct cost of such increases upon notice to City and provision of back up documentation.


2. **Emergencies** – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is authorized to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall be entitled to reimbursement and compensation for the reasonable value of such additional work and services, and shall promptly give to the City written notice 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 Change Order signed by the City covering the approved changes and deviations will be issued.

SECTION XIV
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Sub-Contractor 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 XV
Page 10 of 24

City's Initials: _____

Contractor's Initials: 

COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Contractor 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. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor 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 contractor 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 Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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 Contractor(s) as required by the Contract Documents, or to correct Work which has been improperly and/or inadequately performed by the Contractor(s) as required by the Contract Documents, and provided that Contractor has failed to do so after receiving notice thereof and a full opportunity to do of not less than thirty (30) days, then all expenses thereafter incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) from other penalties and conditions contained in the Contract.

**SECTION XVI
SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790), 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/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790)

City's Initials: _____

Contractor's Initials: 

SECTION XVII
CONTRACT ADMINISTRATION

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

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

3. **Integration of Terms.** This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

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

5. **Notice(s).** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in the method and manner prescribed in Section II above. From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

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

7. **Permits, Licenses, and Certifications.** The Contractor 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 by the Contract Documents and to conform therewith. The Contractor 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.

8. Supersedes Former Contracts or Agreements. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Contractor for the Services provided in connection with the Contract.

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

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

11. Headings; Interpretation. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Reference to a "section" means the entire numbered section, and not just the subsection in which such reference is made. Unless the context of this Agreement clearly requires otherwise: (a). references to the plural include the singular, the singular the plural, and the part the whole; (b). references to one gender include both genders; (c). "or" has the inclusive meaning frequently identified with the phrase "and/or"; (d). "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation"; (e). references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole; and (f). reference to "day" or "days" means calendar days. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. The parties agree that each has participated equally in the drafting of this Agreement. Accordingly, no part of this Agreement is to be presumptively construed either in favor of or against any party. In particular, with respect to the interpretation of this Agreement, the parties waive any benefits from the principles of *contra proferentum* or other principles that would result in the interpretation of any ambiguities against any of them.

**SECTION XVIII
ADDITIONAL REQUIREMENTS**

1. 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.

2. **Background Check.** The City requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the City. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the City.

3. **City's Public Relations Image.** The Contractor'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 Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

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

5. **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. Contractor(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 Contractor.

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

7. **Patent Fees, Royalties, and Licenses.** If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor 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 Contractor 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 Contractor 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 this Agreement. The Contractor 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

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

SECTION XIX
ASSIGNMENT

Contractor shall not assign this Agreement or any monies due him hereunder without first obtaining the written consent of the City.

SECTION XX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

1. **Termination for Cause by City.** The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under this Agreement:

City's Initials: _____

Contractor's Initials: 

a. After first receiving written notice and an opportunity to cure of not less than fourteen (14) days, the Contractor fails to perform, in accordance with the Contract Documents, any material requirements thereof without excuse, or remains in violation of a material provision of this Agreement, including, but without limitation, the express warranties made by the Contractor herein;

b. In the event the Contractor is required to be certified or licensed as a condition precedent to performing the Work, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;

c. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

d. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause the life, health or safety of the public to be jeopardized; or

e. The Contractor furnished any statement, representation or certification in connection with this Agreement, which is materially false, deceptive, incorrect or incomplete.

2. **Notice of Default by City.** If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor (but not less than ten (10) days). If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

a. Immediately terminate this Agreement upon written notice to Contractor;

b. Enforce the terms and conditions of this Agreement and seek any legal or reasonable remedies; and/or

c. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor.

3. **Termination for Convenience by City.** The City, in its sole discretion, may terminate this Agreement at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for Work performed under this Agreement up to the time of termination.

4. **Liquidated Damages.** If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand six hundred sixty-five dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar

day of delay until the work is completed. The Contractor and their sureties shall be jointly and severally liable to the City for the amount thereof.

5. Termination for Cause by Contractor. The occurrence of any one or more of the following events shall constitute cause for the Contractor to declare the City in default of its obligations under this Agreement:

a. After first receiving written notice and an opportunity to cure of not less than ten (10) days, the City fails to perform, in accordance with the terms of the Agreement, any material requirements hereof without excuse, or remains in violation of a material provision of this Agreement, including, but without limitation, the payment obligations hereunder;

b. The City has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law; or

c. The City furnished any statement, representation or certification in connection with this Agreement, which is materially false, deceptive, incorrect or incomplete.


6. Payment Due. Termination of this Agreement, regardless of reason or cause, or by whom it is terminated, shall not relieve City of its obligations to compensate Contractor for sums properly due hereunder.

7. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor 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, or any Force Majeure Event, (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 Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract 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 Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within seven (7) days of scheduled delivery or scheduled work 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.

SECTION XXI
Bond Requirements

1. Payment & Performance Bonds. The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

City's Initials: _____

Contractor's Initials: 

2. Should the Surety become non-responsive during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. If in default, the City may suspend and/or terminate per the terms of the contract.

3. The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required bonds may be cause for the withdrawal of the award.

SECTION XXII
LAW, VENUE AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida. The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXIII
APPROPRIATION APPROVAL

The Contractor 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 Contractor 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 XXIV
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor 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 Contractor shall terminate its relationship with the other client to resolve the conflict of interest. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.07](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents

or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXVI
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXVII
ATTORNEY'S FEES

In the event that legal action or arbitration is initiated by a party which arises from or relates in any way to this Agreement, the prevailing party from such action or arbitration shall be entitled to recover its attorney's fees and costs arising from such action or arbitration, together with any fees or costs incurred in determining the amount of fees to be recovered. As used in this section the term "prevailing party" prevailing on the substantial matters of law at issue in such action or arbitration.

SECTION XXVIII
CODE OF ETHICS

Contractor 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 XXIX
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor 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 XXX
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 XXXI
ORDER OF PREFERENCE

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor attached hereto), and any other of the Contract Documents, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the Scope of Work.
- (ii) Second, by giving preference to the specific provisions of the published solicitation documents produced by the City for this Project, as well as the Contractor's written responses thereto.
- (iii) Third, by giving preference to the Project Drawings.
- (iv) Fourth, by giving preference to Duly executed amendments to the Contract Documents.

SECTION XXXII
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.

*[THIS SPACE INTENTIONALLY LEFT BLANK –
SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

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

CITY OF PORT ST. LUCIE FLORIDA

NEW WORLD BUILDERS, INC.

By: _____

By: [Signature]

Purchasing Agent

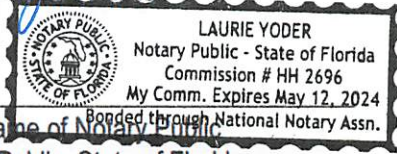
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
COUNTY OF Broward)^{SS}

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization, this 8th day of September, 2021, by Charles Jordan who is [] personally known to me, or who has [] produced the following identification:

[Signature]
Signature of Notary Public



NOTARY SEAL/STAMP

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

City's Initials: _____

Contractor's Initials: [Signature]

EXHIBIT A

CONTRACTOR'S SCOPE OF WORK

1. Although there are multiple buildings referenced in the Plans and Specifications and reports provided in the project Specifications, the Contractor's Scope of Work is limited to the Historic Peacock Lodge (subject building) only and does not include the adjacent Historic Peacock House, nor the Peacock Barn also referenced in the reports. Accordingly, the Contractor shall, conditional upon the City's performance of its obligations under the Agreement, perform the following:
 - a. Provide restoration of both interior and exterior historic finishes on the subject building.
 - b. Update electrical, mechanical and plumbing systems in the subject building.
 - c. Renovation includes new, ADA compliant ramps, lift and restroom in the subject building.
 - d. Removal of all lead-based paint, asbestos and mold containing materials indicated in the Specifications Introductory Pages Lead Based Paint Report, Mold/Indoor Air Quality Report and Asbestos Survey, for the subject building only. Remedial work is to be performed up to code.
 - e. All renovation must be done in a way to retain the historic look of the structure. This includes application of the US Secretary of the Interior's Standards for Treatment of Historic Buildings.
 - f. Since landscaping is not part of the Scope of the Work, Contractor will simply grade those areas disturbed by the Work to a level similar to its surroundings.
 - g. Work is to be performed according to, and is limited to, those specifications and requirements in Appendix A- Phase 2 Restoration Historic Peacock Lodge, as modified by this Agreement.


2. The following is a non-exhaustive list of **exclusions** from this Scope of Work:
 - a. Any work relating to the building to the west of the Historic Peacock House, known as the Historic Peacock House.
 - b. Any remedial or other work to the existing foundation system and its connections to the historic building, including existing concrete footings, stem wall and CMU piers, except for the four (4) piers indicated in Plan Notes 7 and 8, Page S1.2.
 - c. Any structural work to the existing fireplace and chimney.
 - d. Utility connection fees or governmental fees required to complete this project.
 - e. Infrastructure improvements to bring services closer to the historic buildings.
 - f. Landscaping.
 - g. Replication of historic window jambs and sashes, if necessary, since the board-up may conceal damage on the exterior elements of the window system. Window conditions shall be addressed with the Architect upon review of the Schedule of Repairs required in SECTION 08620 RESTORATION OF WOOD WINDOWS, 1.2.I .
 - h. Repair of damage from vandalism, storm damage or Force Majeure events after bid closing date.
 - i. Contractor's administrative costs involved in securing permits, addressing the City's Building Department concerns in the pre-construction permitting process and attending public meetings involving the project.

CONSTRUCTION SCHEDULE OF VALUES

PROJECT NAME		Historic Peacock Lodge	PROJECT NO.	20210028	APPLICATION NO.	(Sample)	APPLICATION DATE	00/00/00	New World Builders, Inc.	
PROJECT MANAGER		Charles Jordan 386.868.2209 cjordan@new-worldbuilders.com	INITIAL CONTRACT SUM:	\$859,135.97	% COMPLETE TO DATE	0%	PERIOD TO	00/00/00	426 North Stone Street DeLand, Florida 32720	
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE <small>(All Values include General Conditions Contractor O & P)</small>	WORK COMPLETED		MATERIALS PRESENTLY STORED <small>(not in D or E)</small>	TOTAL COMPLETED AND STORED TO DATE <small>(D + E + F)</small>	PERCENTAGE OF COMPLETION <small>(G/C)</small>	BALANCE TO FINISH <small>(C - G)</small>	RETAINAGE <small>(5%)</small>	
			Previous Applications	This period						
1	Mobilization	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
2	Performance Bond	\$ 41,389.99	\$ -	\$ -	\$ -	\$ -	0%	\$ 41,389.99	\$ -	
3	Site Work	\$ 8,254.61	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,254.61	\$ -	
4	Demolition - Selective	\$ 50,456.31	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,456.31	\$ -	
5	Environmental	\$ 51,631.04	\$ -	\$ -	\$ -	\$ -	0%	\$ 51,631.04	\$ -	
6	Kitchen Cabinet Restoration	\$ 55,766.77	\$ -	\$ -	\$ -	\$ -	0%	\$ 55,766.77	\$ -	
7	Concrete Forming & Finishing	\$ 44,067.72	\$ -	\$ -	\$ -	\$ -	0%	\$ 44,067.72	\$ -	
8	Exterior Carpentry/Rehab	\$ 47,149.38	\$ -	\$ -	\$ -	\$ -	0%	\$ 47,149.38	\$ -	
9	Painting Exterior	\$ 23,394.94	\$ -	\$ -	\$ -	\$ -	0%	\$ 23,394.94	\$ -	
10	Roofing	\$ 15,133.45	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,133.45	\$ -	
11	Lift	\$ 27,515.37	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,515.37	\$ -	
12	Light Fixtures & Appliances	\$ 1,375.77	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,375.77	\$ -	
13	Interior Carpentry - Framing	\$ 14,153.15	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,153.15	\$ -	
14	Window Restoration	\$ 50,133.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,133.00	\$ -	
15	Mechanical - HVAC	\$ 55,085.77	\$ -	\$ -	\$ -	\$ -	0%	\$ 55,085.77	\$ -	
16	Electrical	\$ 60,533.80	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,533.80	\$ -	
17	Plumbing	\$ 63,779.02	\$ -	\$ -	\$ -	\$ -	0%	\$ 63,779.02	\$ -	
18	Interior Carpentry - Finish	\$ 9,630.38	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,630.38	\$ -	
19	Painting - Interior	\$ 36,113.92	\$ -	\$ -	\$ -	\$ -	0%	\$ 36,113.92	\$ -	
20	Flooring & Wall Treatments	\$ 86,360.64	\$ -	\$ -	\$ -	\$ -	0%	\$ 86,360.64	\$ -	
21	Door Restoration	\$ 26,965.06	\$ -	\$ -	\$ -	\$ -	0%	\$ 26,965.06	\$ -	
22	Shutters	\$ 5,778.23	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,778.23	\$ -	
23	Screened Porches	\$ 16,509.22	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,509.22	\$ -	
24	Fire Protection	\$ 53,425.21	\$ -	\$ -	\$ -	\$ -	0%	\$ 53,425.21	\$ -	
25	Punchout & Cleaning	\$ 14,533.23	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,533.23	\$ -	
TOTALS		\$ 859,135.97	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 859,135.97	\$ -	
PROJECT MANAGER for New World Builders, Inc. Submitted by:							DATE:			
CONTRACT MANAGER - Minimum performance requirements successfully completed and approved by:							DATE:			

City's Initials: _____

Exhibit B - Schedule of Values

Contractor's Initials: 

Contract #20210028

SCHEDULE OF VALUES

EXHIBIT B

EXHIBIT C

SAMPLE APPLICATION AND CERTIFICATION FOR PAYMENT

APPLICATION FOR PAYMENT		
TO OWNER	PROJECT	APPLICATION NUMBER
City of Port St. Lucie	Historic Peacock Lodge	
FROM CONTRACTOR		PERIOD ENDING
New World Builders, Inc.		CONTRACT NO. 20210028
		CONTRACT DATE
		PREPARED BY Charles M. Jordan

CONTRACTOR'S APPLICATION FOR PAYMENT		
Refer to Schedule of Values attached for detailed breakdown.		
1 Original Contract Amount:	\$	859,135.97
2 Net Changes to Contract:	\$	-
3 Total Contract Amount:	\$	859,135.97
4 Total Completed To Date:	\$	-
5 Retainage:		
5% of the Completed Work		
Total Retainage:	\$	-
6 Total Completed Less Retainage:	\$	-
7 Less Previous Applications:	\$	-
8 Current Payment Due:	\$	-
9 Balance to Finish including Retainage:	\$	859,135.97

EXTRA WORK SUMMARY		
Changes From Previous Applications	\$ -	\$ -
Changes From This Application	\$ -	\$ -
Total	\$ -	\$ -
Net Changes	\$	-

CONTRACTOR'S CERTIFICATION	
The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	
CONTRACTOR	DATE
New World Builders, Inc.	
By:	
Charles M. Jordan, President	
ARCHITECT'S CERTIFICATE FOR PAYMENT	
The Architect hereby confirms that based on site observations & to the best of the Architect's knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below.	
AMOUNT CERTIFIED	
Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.	
ARCHITECT	DATE
The Amount Certified is payable to the Contractor listed above.	

City's Initials: _____

Exhibit C – Sample Payment Application

Contractor's Initials: 