

**CITY OF PORT ST. LUCIE
CONTRACT #20250193**

This CONTRACT executed this _____ day of _____, 2025, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and NV & VD, LLC, 2240 SE Veterans Memorial Parkway, Port Saint Lucie, FL 34952, (718) 809-2941, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I
RECITALS**

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

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

WHEREAS, the City wishes to contract with a contractor for MIDFLORIDA Event Center Catering, as well as other tasks more specifically described in this Contract; and

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

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and in the amount as agreed upon below.

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

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

**SECTION II
NOTICES**

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

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

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

Contractor: Victor J. Duarte, Sr., Owner and Executive Chef
NV & VD, LLC
2240 SE Veterans Memorial Parkway
Port Saint Lucie, FL 34952
(718) 809-2941
rollatini1@gmail.com

City Contract Administrator: Autumn Bryan, Procurement Contracting Officer
Procurement Management Division
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
772-344-4229
abryan@cityofpsl.com

City Project Manager: David Stonehouse, Director
MIDFLORIDA Event Center
9221 SE Event Center Place
Port St. Lucie, FL 34952
772-204-7104
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SECTION III **DESCRIPTION OF SERVICES TO BE PROVIDED**

Event Center Catering Requirements

1. Introduction

The **MIDFLORIDA Event Center** (hereafter referred to as the MFEC) is seeking proposals from qualified and experienced catering service providers to deliver high-quality food and beverage services for a variety of events held at the facility. The MFEC is a premier special event facility owned and operated by the City of Port St. Lucie. Strategically located along Florida’s Treasure Coast—midway between Orlando, Miami, and Tampa—the MFEC serves as a regional hub for a wide array of events and activities that enhance quality of life and stimulate economic development within the community.

With over 400 event days annually, the MFEC welcomes more than 150,000 guests each year, hosting a dynamic schedule of public, private, and corporate events. These include conferences, banquets, weddings, expos, tradeshow, concerts, festivals, sporting events, and performing arts productions. This high volume of activity presents significant opportunities for approved caterers to serve a diverse clientele and grow their business within a vibrant, high-traffic venue.

The MFEC encompasses 100,000 square feet of versatile indoor and outdoor event space. Key features include:

- Two beautifully appointed ballrooms with flexible layouts
- A spacious, light-filled grand lobby ideal for receptions and networking
- A curated art gallery showcasing local and regional talent

- The Village Square, an open-air plaza equipped with a performance stage, ideal for festivals and large-scale gatherings that can hold 500-5,000 attendees
- Capacity to host banquet events for 10 to 700 guests (depending on layout) and theater-style seating for up to 1,400 attendees

To support catering operations, the MFEC is equipped with a 1,200+ square-foot commercial-grade catering kitchen designed for finishing, plating, and service preparation. The kitchen includes standard commercial appliances and prep areas and is available to approved caterers in accordance with facility policies and event needs.

The MFEC is committed to delivering exceptional service in a safe, well-maintained environment while preserving the integrity and financial sustainability of the facility. This document outlines the catering requirements and expectations for prospective caterers.

For more information, visit www.midfloridaeventcenter.com

2. Applicability.

This document shall be applicable to any contract incorporating this document for the initial period of performance, all renewal options identified, and any extensions as authorized by the City Ordinance.

3. Location/Facilities.

9221 SE Event Center Place, Port St. Lucie, FL 34952

4. Hours of Operation.

- **The MIDFLORIDA EVENT CENTER**

- Normal office hours are 8am – 5pm
- Events may be scheduled on any day of the week, including weekends and holidays, and may occur during early morning hours (e.g., for breakfast service) or extend into late evening hours (e.g., for receptions or banquets).
- The Supplier must be able to accommodate food and beverage service needs for events scheduled outside of standard office hours and ensure staffing and operations align with the timing and scale of each event.
- Supplier shall have a location office (four-wall space provided by the City at no cost to SUPPLIER) with reasonable office hours to be mutually agreed upon by SUPPLIER and the CITY.
- Supplier shall keep the food services open during the hours reasonably required to adequately meet public and client demand, as determined by the event, and, if the CITY should request, SUPPLIER shall close catering, concessions, or alcohol sales.

5. Catering

All catering within designated foodservice facilities is non-exclusive to the Supplier selected under the RFP. The right to provide catering elsewhere on the City's property is non-exclusive.

City has the right to allow an outside caterer to provide services under the City's Open Catering Program, allowing pre-approved vendors to provide food and non-alcoholic beverage service to

clients who rent space in the center. City Equipment and Facilities granted to the SUPPLIER under this agreement shall not be used by outside caterers under the Open Catering Program. Alcoholic beverages sales under this program shall be retained by the Supplier (see section 9 “Alcohol” for further clarity).

6. Scope of Work and Expectations

• General Responsibilities

The caterer shall:

- Provide full-service catering, including food preparation, delivery, setup, service, and cleanup.
 - Offer a variety of menu options to accommodate diverse clientele and dietary needs, including vegetarian, vegan, gluten-free, and allergen-sensitive options.
 - Employ professional, trained, and uniformed staff for all catered events.
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- Menu and Pricing**
 - Offer customizable menu packages to meet client preferences and event types.
 - Ensure transparency and consistency in pricing, with all fees, taxes, and gratuities clearly identified.
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- Food and Beverage Service Standards**
 - Ensure food safety and sanitation practices meet or exceed local health department requirements.
 - Maintain consistency in quality, freshness, and presentation of all food and beverages.
 - Offer options for plated service, buffet, stations, or passed hors d’oeuvres, as appropriate for the event.
 - Provide alcohol service with trained bartenders.
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- Scheduling and Coordination**
 - Work closely with the MFEC’s management team to coordinate event logistics, including load-in/load-out times, kitchen access, and space requirements.
 - Submit event orders and staffing plans for each event at least 7 business days in advance.
 - Attend pre-event walk-throughs and post-evaluations as requested.

The selected Supplier shall manage the operation of catering, concessions, and any other food and beverage vendor leasing or licensing sales and operations at the MIDFLORIDA Event Center diligently, professionally, and in good faith. The Supplier must aim to maximize Gross Receipts and Net Revenues while ensuring prompt and courteous service to the public on an ongoing and consistent basis.

All food and beverages must be expertly prepared and presented in a professional manner, consistent with public facility industry standards. Hot food shall be served hot, and cold food shall be served cold, in accordance with local, state, and regional mandated standards. HACCP (Hazard Analysis of Critical Control Points) standards shall be utilized for receiving, storing, thawing, chilling, serving, and thermalizing all food.

7. Staffing and Management

Supplier shall maintain adequate, experienced, and qualified staff on duty at all times. Staff must have expertise in administration, supervision, menu planning, dietetics, production, purchasing, service, sanitation, marketing, and equipment use. The Supplier's manager shall be available to meet with clients and Event Center staff as needed and scheduled.

All Supplier employees should be neatly attired in clean uniforms with visible name tag identification while on duty. Management staff must also wear name tags and be dressed professionally (uniforms not required).

8. Training and Development

The supplier must provide ongoing, satisfactory training and development for all employees based on the Florida Department of Business & Professional Regulations and ensure that all staff are trained in safe work habits and proper equipment use. All safety incidents must be reported to the City immediately.

9. Alcohol

The City and Supplier shall co-hold a liquor license valid exclusively for the MIDFLORIDA Event Center except the MFEC reserves the right to temporarily suspend "the exclusivity" of alcoholic beverage service by the Supplier if it is determined to be in the best interest of the MFEC in order to secure certain events where alcohol sales (and who provides it) is dependent on whether or not that said Event can be booked at the MFEC.

The Supplier is responsible for obtaining necessary approvals and paying all associated licensing costs. The license shall always remain the exclusive property of the City. Upon contract termination or expiration, the license shall revert to the City. Supplier must assist in the reassignment process if necessary.

Supplier shall:

- Be the primary server of alcoholic beverages at the Event Center.
- Employ only qualified, state-certified personnel to serve alcohol.
- Exercise prudent judgment to ensure no alcoholic beverages are sold to minors or to those who are actually or apparently impaired.
- Disclose any alcohol violations within the past three years and steps taken to prevent recurrence.
- Securely store all alcoholic beverages.
- Ensure all employees serving alcoholic beverages are at least 21 years of age.
- Record alcohol sales separately from food and non-alcoholic beverage items. The city reserves the right to review documents at any time.
- Comply with all applicable federal, state, and local laws regarding alcohol service.
- The City of Port St. Lucie and/or MFEC management reserves the right to suspend or terminate alcohol service at any time if, in its sole discretion, such service poses a threat to public safety, violates applicable laws, or fails to comply with venue policies. The Supplier shall comply immediately with any such directive.
- Supplier shall promptly report to MFEC management any incident involving alcohol service, including but not limited to: over-intoxication, refusal of service, underage drinking, or injury related to alcohol consumption. A written report must be submitted within 24 hours of the incident.

- In the event of any suspension of the liquor license, Supplier shall, with approval of the City, secure an Interim Caterer/Concessionaire or make other arrangements to ensure the uninterrupted sale of alcoholic beverages. Should the City's commission revenue be adversely affected by a loss of Gross Receipts based upon the performance of the Interim Caterer/Concessionaire or the failure to maintain a liquor license, or should the City suffer a loss of revenues due to the loss of the liquor license, then the City shall be made whole by the Supplier. Supplier and City agree to cooperate to determine an Interim Caterer/Concessionaire. If the Supplier's license to sell alcoholic beverages is cancelled or revoked, the Supplier will be in breach of the established contract and the City may terminate the contract and seek proper damages.

10. Tender Types.

Food services at a minimum shall accept cash, credit, and bank debit. The Supplier shall be responsible for all expenses and collection of debts resulting from cash, credit card, and bank debit card transactions.

11. Financial and Reporting Requirements

The Supplier is responsible for the collection, retention, and accounting of all sales monies. Financial procedures and record-keeping must follow GAAP and be available for City inspection and audit. Supplier must:

- Provide a computerized monthly financial statement to the City within ten (10) business days following each month-end.
- Provide an annual report within forty-five (45) business days after each fiscal year-end (September 30), detailing gross receipts, operating expenses, and net revenues.
- Agree to periodic audits or audit reviews by the City or its designee.
- Supplier shall be responsible for all operating expenses regardless of the sufficiency of gross revenues.
- Supplier, utilizing its own funds and accounts, shall order, stock, prepare, pay for, and sell appropriate food and beverages at the MFEC. Title to said food and beverages shall be solely vested in the Supplier. Consumables shall be first quality, wholesome, and pure, and all consumables on hand shall be stored and handled with due regard for sanitation. All specific brands and quantities ordered and on hand must be approved based on public facility industry standards.

Financial Statement. Contractor shall furnish to the City, no later than ten (10) business days following the last day of each month, a computerized financial statement showing:

- a) copies of bank statements
- b) total gross sales
- c) gross receipts by source of sales
- d) commissions owed to the City

- e) the Direct Operating Expenses and Net Revenues for all sales during the immediately preceding calendar month.

Contractor shall collect all Gross Receipts and deposit the same in the bank account of Contractor at a bank in Port St. Lucie, Florida or such local bank approved by the City for transfer of Commission Fees to the City. Contractor shall change the depository of Gross Receipts to another local bank approved by the City at the City's request, for reasons such as change in bank ownership, insolvency of the depository bank or it's being placed in receivership. Contractor will pay with its own funds all Direct Operating Expenses from Contractor's account. Contractor shall provide the City with copies of all bank statements, showing all deposits, withdrawals and other transactions of whatsoever nature, relating to Gross Receipts and Direct Operating Expenses.

Final Accounting. Not later than forty-five (45) business days after September 30th of each fiscal year during the term, hereof, Contractor shall provide the City or its designee an annual report of the results of operations prepared in accordance with GAAP for the previous Fiscal year (the "Final Accounting") setting forth the calculation of Gross Receipts, Direct Operating Expenses, and Net Revenues for all sources of sales during the previous fiscal year. The City may grant Contractor an extension of time for delivery of the report if Contractor is delayed due to occurrences beyond Contractor's control. Contractor will pay to City interest at the rate of one and one-half per cent (1½ %) per month on any amounts owed to but not received by the City by the Final Accounting date.

12. Event Center Attendance:

Estimated 180,000 annually

13. Number of Event Days:

2022 Attendance 124,068 – 304 event days

2023 Attendance 134,404 – 400 event days

2024 Attendance 139,942 – 413 event days

2025– October through September 30,2025 / 121,419 – 414 event days

14. Event Coordination and Service

Supplier must:

- Keep a booking record of all catering functions and share food and beverage details with event center staff prior to each event.
- Conduct a food and beverage tasting as part of the vetting and selection process for the contract. The tasting must represent the Supplier's proposed offerings and demonstrate quality, presentation, and service standards. Designated City and Event Center staff will evaluate the tasting as part of the final assessment prior to awarding the contract. See **Section 8 - Phase 2 (Food Tasting Requirement)** for details.
- Offer food and beverage tastings to clients upon request as part of the event planning process. These tastings should accurately reflect the menu selected for the event and meet the same quality standards expected during live service.
- Address proposed hours and days of operation on weekdays, weekends, and holidays.

15. Health and Safety Compliance

Supplier must:

- Report all fires, unsafe conditions, thefts, and safety hazards to the City immediately.
- Report and remedy any inspection citations or unsafe conditions immediately.
- Notify the City of any fire extinguisher use.
- Maintain sanitation standards for food storage and preparation.
- Meet all local, state, and federal receiving and storage regulations.

16. Equipment

The Supplier will be allowed the use of the City's existing inventory of catering and food service-related equipment (both loose and fixed) and supplies in performance of its contract. All City property shall remain the property of the City through the initial term of the contract and any subsequent renewals and/or extensions. Additionally, the MFEC kitchen and all property contained within are to be used ONLY and exclusively in support of MFEC and/or other City departments and are not to be used for any other purpose without written consent. An inventory verification process will be performed at the onset of the contract and repeated annually, through coordination of the City and Supplier's employees. Deficiencies must be reported annually. Upon termination of the contract, inventory of said equipment and supplies will be conducted by the City and the Supplier, with the Supplier reimbursing the City for the replacement cost of missing or damaged equipment and/or supplies, with normal missing, wear and tear expected.

The supplier is responsible for the following:

- Routine cleaning of all kitchen equipment and smallwares.
- Proper use and care of equipment and facilities per manufacturer specifications.
- First-level preventive maintenance.
- Safe use and storage of all chemicals.
- Cleaning of the hood exterior and interior surfaces and filters below the ceiling level.
- Operating a secure electronic point of sale (POS) system during all business hours. Supplying the POS system and the method of connectivity is the sole responsibility of the catering company.
- Furnishing and maintaining necessary office equipment (computers, printers, copiers, etc.).

17. Facilities and Facility Maintenance.

Due to the fault or neglect of the Supplier, the Supplier shall be responsible for any damages to the Kitchen and kitchen equipment and smallwares. Compensation for any misuse by the Supplier shall be paid to the City by the Supplier within thirty (30) days of the determination or prior to any renewal of the Agreement, whichever is earlier.

The City shall, at the City's expense, provide maintenance personnel and maintenance services, parts, and supplies required to properly maintain the building.

18. Housekeeping, Trash Removal, and Sanitation.

The Supplier shall be responsible for maintaining an immaculate kitchen and highly sanitary food service areas. The supplier must maintain a County Health Department rating of "A" and a copy of inspection reports must be provided to the City. The supplier must immediately remedy any shortcomings identified by the County Health Department that are within its control and responsibility. Failure to take immediate remedial action will be considered a material breach of the contract, which, if incurred, would allow the City to terminate the executed contract.

19. Housekeeping and Sanitation Services.

The Supplier must dispose of all food service refuse, waste, and byproducts in a manner compliant with all applicable statutes, ordinances, codes, and regulations. The MFEC will provide appropriate on-site waste receptacles for this purpose; however, it is the Supplier's responsibility to ensure proper use, segregation (e.g., recycling), and timely disposal into designated containers.

- **Housekeeping.** At a minimum, the Supplier shall provide housekeeping, cleaning, and sanitation service, which includes necessary commercial equipment and supplies for the kitchen and other food service areas and food service equipment.
- **Cleaning and Sanitation Schedules.** The Supplier shall develop, implement, and update cleaning and sanitation schedules for all kitchen equipment and food service areas as assigned. Cleaning must always be sufficient to provide protective maintenance against unnecessary deterioration and provide a clean and neat appearance.
- **Housekeeping Sanitation.** The Supplier shall be responsible for:
 - Routine cleaning of the hoods, filters and pipes.
 - Providing, cleaning and maintaining an adequate inventory of employee uniforms, aprons, towels and other related catering service items.

20. Food Handler Certificates.

The Supplier shall be responsible for providing food handler certificates and/or medical examinations required by law and shall make such records available for review upon the City's request. The Supplier shall, through daily inspection, ensure that food handlers are following established hygiene practices, including daily bathing, wearing clean outer clothing, maintaining short, clean fingernails, removing jewelry during food preparation, and proper hand washing.

21. Supplier Employee Sanitation.

The Supplier's employees shall be neat and tidy in appearance and shall follow general food service industry hygiene practices in the handling of food, including the use of gloves when necessary. The Supplier shall not allow employees with known illnesses, open sores, or other symptoms to work. Any contagious disease/illness must be reported immediately to the City.

22. Grease Storage Areas.

The Supplier shall thoroughly train its staff to fully comply with local and Environmental Protection Agency requirements for storage, spill containment/clean-up, and reporting as may be required. Used grease shall be removed from the premises regularly to minimize the potential for spills.

23. Trash Disposal.

The Supplier shall maintain and always keep areas food service areas and the kitchen free of trash and debris. Such material shall be disposed of properly to ensure no food waste odors are created and no refuge for vermin exists.

24. Licensing, Permits, Taxes.

The Supplier shall, at its own expense, procure and keep in effect all necessary permits and licenses required for its performance under the contract, and shall post or display in a prominent place such

permits and/or notices as required by law. The Supplier shall pay for all taxes and assessments attributable to all food service operations, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

The Supplier must comply with all applicable federal, state, and local laws, including but not limited to employment, compensation, OSHA regulations, sanitation, and food safety. Supplier shall:

- Act as an independent Supplier, not an agent of the City.
- Maintain unemployment insurance, workers' compensation, health exams, permits, and licenses as required by law.
- Pay all employees a lawful wage and bear all business-related costs, including permits, licenses, and applicable taxes.
- Comply fully with Florida Statutes Chapter 561.701-706 and all OSHA standards.
- Provide updated copies of all necessary licenses and permits to the City at each renewal.
- Supplier must maintain secure chemical storage, separate from food items, in compliance with local, state, and federal regulations. All food must meet Florida DBPR, USDA, and FDA standards.

25. Network and Internet Access.

The Supplier shall be solely responsible for securing and paying for any internet or network services required to support their operations. This includes, but is not limited to, services necessary for point-of-sale systems, digital menus, or music streaming. The MFEC does not provide internet connectivity for Suppliers, and any required access must be arranged independently with a local internet service provider.

26. Utilities.

The City shall provide electricity, gas, water, and repairs and maintenance to such services. The City shall not be liable to the Supplier or others for any loss, cost, or expense, which may result from the interruption or failure of any such service.

27. Parking.

Parking will be made available to Supplier's personnel.

28. Security.

Supplier shall be responsible for securing all entrance and exit doors to the Kitchen. Supplier shall be responsible for all risks for loss of kitchen equipment, smallwares, and food merchandise of any kind at all times, except to the extent such loss is a result of the sole negligence of the City.

29. Key/Card Door & Gate Access System.

In order to provide appropriate control, the City shall provide food service staff with either keys or access cards for points of egress at the Event Center. The Supplier shall be responsible for the cost of replacing lost or damaged keys and/or access cards; the cost of re-keying; and the cost of replacement of locking cylinders as a result of the Supplier's negligence and/or loss of keys and access cards. Any lost/stolen keys or access cards must be reported to the City within 24 hours.

30. Pest Control.

The City shall provide pest control services to food service areas and the kitchen.

31. Customer Service Expectations.

The Supplier shall provide excellent customer service at all food service events, which shall include but not be limited to, clear menu signage and trained staff to answer questions and respond to food service special circumstances and dietary needs. The Supplier will ensure food services have a trained and experienced staff to provide immediate response to customers via telephone, email, website, and in person, regarding issues of food services at all times. The Supplier shall inform the City of any customer issues.

32. Retained Rights and Responsibilities.

The City of Port St. Lucie, through the MIDFLORIDA Event Center (MFEC), retains the following rights and responsibilities, which shall remain in full effect throughout the term of any agreement with the Supplier:

- The right to inspect the kitchen, food service areas, and any food or beverage items being prepared, served, or stored on the premises, at any time, without prior notice.
- The right to review and approve the Supplier's designated location manager or primary on-site representative.
- The right to establish and enforce policies that prohibit the sale, distribution, or provision of specific food items, beverages, or merchandise on City property, at the City's sole discretion.
- The right to temporarily suspend "the exclusivity" of alcoholic beverage service by the Supplier if it is determined to be in the best interest of the MFEC to secure certain events where alcohol sales (and who provides it) is dependent on whether or not that said Event can be booked at the MFEC.
- The right to **grant authorization to other approved vendors or entities to sell, distribute, or serve alcoholic beverages** at events or on City property, regardless of the Supplier's existing agreement. This includes City-sponsored events, community festivals, or any occasion where MFEC deems alternate alcohol service necessary or appropriate.

33. Staffing / Personnel.

The Supplier shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of all services specified under the contract. The Supplier shall provide back-up personnel in times of staff shortages due to vacations, illness, labor disturbances, and inclement weather, to maintain service. Hiring and firing of personnel shall be the sole responsibility of the Supplier. The City reserves the right to have final approval as to the number of employees required to work during any such time at an event. City shall have the right to require the Supplier to permanently remove from the event center or reassign any Personnel if their performance is deemed unsatisfactory by the City.

34. Supplier Conduct.

The Supplier shall be responsible for the actions of its employees, agents, and independent suppliers hereunder and for the payment of all taxes, wages, benefits, and other costs associated with such people.

35. ADA.

The Supplier shall comply with the Americans with Disabilities Act (ADA).

36. Employment Laws.

The Supplier shall comply with all applicable local, state, and federal employment requirements.

37. Background Checks.

- Supplier maintains full responsibility for the actions of their employees and will be fully responsible for enforcing and implementing an appropriate background check process. Disqualifying convictions or charges include, but are not limited to, sexual offenses, criminal/violent offenses, and drug offenses.
- In compliance with the National Child Protection Act of 1993, the minimum background check process shall include, but not be limited to, the following checks:
 - A state and federal criminal history check covering a minimum of seven (7) years utilizing the Florida Department of Law Enforcement’s Volunteer & Employee Criminal History System (VECHS);
 - Nationwide sex offender search; and
 - A Social Security number check.
- The background checks shall be at the Supplier’s expense.

38. Renovations.

Any renovations or changes to the Kitchen, including but not limited to facilities and fixed equipment, and installation of new food concepts, must be approved by the City in writing prior to commencement of work and may, depending on the change or renovation, be at the Supplier’s expense or the City’s expense.

39. Personal Property.

Any and all personal property placed on City property by the Supplier, their employees, and/or sub-Suppliers shall be at their own risk, and the City shall not be held liable for any damages or losses to said personal property for any cause whatsoever.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be May 1, 2026 and will terminate three (3) calendar years thereafter on April 30, 2029. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor 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 Contractor, warrant such an extension, with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor’s control.

SECTION V
RENEWAL OPTION

The initial term of the contract(s) is for three (3) calendar years from the execution date of the contract(s). PSL shall have two (2), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of PSL. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, PSL may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit PSL's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this contract states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

NOTE: Contractor may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the initial contract period.

SECTION VI
COMPENSATION

Payments will be disbursed in the following manner.

- Catering Sales - **12%**
- Concession Sales - **12%**
- Alcohol Sales - **15%**
- Floral, Decorating, or other Food & Beverage Vendor Leasing/Licensing - **12%**
- Catering/Concessions for City Agency Events Offsite (using City facilities or equipment) - **12%**
- Gross Sales (kitchen maintenance, utilities, and repairs as needed) - **1% (minimum)**

Commission Fees shall be paid to the City within ten (10) business days following the last day of each month for all sales and Gross Receipts, including but not limited to Catering and Concessions sales for the immediately preceding calendar month. The Commission Fees shall be paid to the City and shall then be considered Gross Revenue of the City upon deposit in an account designated by the City.

SECTION VII
WORK CHANGES

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

SECTION VIII
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Division of the City. All documents submitted by the Contractor in relation to said bid, 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

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's control in connection with the Contractor's performance of services under this Contract. 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. That the aforesaid hold-harmless agreement by Contractor 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 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 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 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 and 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 and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$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 Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor 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 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 interests' 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 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 shall be listed as additional insured and shall include Contract #20250193 – MIDFLORIDA Event Center Catering."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. All notices shall be sent to the Procurement Management Division, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. 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. Business Automobile Liability Insurance: The Contractor 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 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. Waiver of Subrogation: By entering into this Contract, Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then 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.
6. 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 is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or 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, any independent contractors, and/or any subcontractors 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 is not obligated, to review, modify, reject, or accept any required policies of insurance including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

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

SECTION XII:
ACTS OF GOD

The Contractor 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 Contractor 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 Contractor, 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 Contractor shall promptly give to the City written notice and make immediate contact 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 Contractor nor any subcontractor, supplier of materials, laborer, or other person or entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all the above parties is hereby expressly waived.

SECTION XIV:
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.

SECTION XV:
PUBLIC RECORDS

Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

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

- A. 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 and GS2 for Criminal Justice Agencies and District Medical Examiners](#).
- B. 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.
- C. 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 Contract.
- D. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
- E. 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 City 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 chapter 119 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**

TRADE SECRETS

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

SECTION XVI: **SCRUTINIZED COMPANIES**

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

SECTION XVII: **CONTRACT ADMINISTRATION**

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.

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.

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.

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

Permits, Licenses, and Certifications. The 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 these specifications and to conform with the requirements of said legislation. 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.

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 express prior written consent of the City.

Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the 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.

SECTION XVIII: 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.

Implied Warranty of Merchantability – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed, notwithstanding any representation to the contrary.

Warranty and Guarantee – All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor agrees to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but are not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

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 himself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor 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. Tee shirts with obscene pictures or writings shall not be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety-toed shoes shall be worn at all times.

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 these specifications and to conform with the requirements of said legislation. 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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor 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 public entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies – If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use – The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

Contractual Relations – The Contractor(s) are advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and subcontractor(s) of the Contractor.

Labor and Equipment – The Contractor shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

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.

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of section 255.20, Florida Statutes.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State, and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State, and Local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

Sanitary Conditions – the Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen – The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for it and to cooperate with the City. The Contractor shall provide competent, careful, and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's Contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages – The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted." The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc., whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such

damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 341984-5099 (772) 871-5175

SECTION XIX: INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

Contractor shall provide in the Budget, as a Direct Operating Expense, and on an annual basis, a maintenance fund which will be determined based on a percentage of anticipated annual Gross Receipts as mutually determined by Contractor and the City. This fund shall be reviewed and adjusted periodically to maintain its appropriate percentage of Gross Receipts. This fund shall be collected and controlled by the City and used by the City's approval, for the periodic maintenance (PM) of the City's equipment and facilities used by Contractor. Using this fund, the City shall provide, at its expense, normal and routine PM maintenance on all the City's equipment and facilities that are utilized in performance of their duties of this contract, including the equipment used by Contractor in performing Contractor's obligations under this Agreement.

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

SECTION XX: **LICENSING**

Contractor warrants that it and its employees possess all licenses and certifications necessary to perform required work and is not in violation of any laws. Contractor warrants that such licenses and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XXI: **SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the Contract.

Personal Protective Equipment (PPE) – All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, and any other PPE as necessary for the work.

OSHA Compliance – Contractors must agree that the products furnished, and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XXII: **ASSIGNMENT**

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XXIII: **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

Termination for Cause. 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 the Contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- IV. The 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 City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state laws;
- V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;

- VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. Except in the case of an irreparable or irreversible breach, default, or noncompliance, which shall be governed as provided below, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

- I. Immediately terminate the Contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

Irreparable or Irreversible Breach, Default, or Noncompliance. The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event of a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately terminate this Contract upon notice of its decision to exercise this termination right, without providing prior notice or a remedy period. Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Conversion of Termination for Cause to Termination for Convenience. If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, then the termination shall automatically convert to a termination for convenience. In such an instance, the notice provided in the Notice of Default or Irreparable or Irreversible Breach, Default, or Noncompliance sections shall serve as the City's notice for termination for convenience.

Liquidated Damages for Delays. 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, the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

SECTION XXIV
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 effective the last date for which funding was appropriated and that no charges, penalties, or other costs shall be assessed.

SECTION XXV:
LAW, VENUE, AND WAIVER OF JURY TRIAL

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

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

SECTION XXVI:
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(s) to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXVII:
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 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 XXVIII:
ATTORNEY'S FEES

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

SECTION XXIX:
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 XXX:
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 XXXI:
SEVERABILITY

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

SECTION XXXII:
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating worksheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. 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 to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. 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 charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed

between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXIII:
FORCE MAJEURE

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

SECTION XXXIV:
CONSTRUCTION

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

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

SECTION XXXV:
E-VERIFY

The Contractor agrees to comply with section 448.095, Florida Statutes, including the following:

- A. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. The Contractor must provide the City with sufficient proof of compliance with this provision before beginning work under this Contract.
- B. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- C. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.

- D. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- E. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
- F. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXVI:
NON-EXCLUSIVITY

The Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXVII:
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

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

SECTION XXXVIII:
COOPERATION WITH INSPECTOR GENERAL

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

SECTION XXXIX:
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements,

Contract #20250193

written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Contract #20250193

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

CITY OF PORT ST. LUCIE, FLORIDA

CONTRACTOR

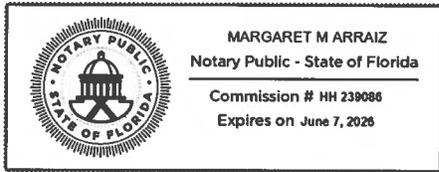
By: _____
Purchasing Agent

By: Victor Duarte
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF St Lucie)

The foregoing instrument was acknowledged before me by [] physical presence or online notarization, this 10th day of March, 2026, by Victor Duarte who is [] personally known to me, or who has produced the following identification:
DRIVER LICENSE



Margaret M Arraiz
Signature of Notary Public

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

NOTARY SEAL/STAMP

Notarized remotely online using communication technology via Proof.