

MEMORANDUM

DATE: October 6, 2020

TO: ****ORIGINAL****
CITY CLERK

FROM: Michelle Fentress
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200072R
CONTRACT TITLE: Consultant Services Related to Structural Designs &
Evaluations for Bridges

VENDOR NAME: Graef-USA, Inc.
VENDOR ADDRESS: 2300 Maitland Center Parkway, Suite 210
CITY & STATE: Maitland, FL 32751

APPROVED BY COUNCIL: N/A

CONTRACT TERM: 10/05/20 THROUGH 10/05/22 (730) calendar days, with a
one (1) additional 24-month period.

Please see the attached for (1) original contract for your records

**CITY OF PORT SAINT LUCIE
CONTRACT FORM #20200072R**

This CONTRACT, executed this 5th day of October, 2020, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and GRAEF-USA, INC. (Consultant), a Florida Corporation, 2300 Maitland Center Parkway, Suite 210, Maitland, Florida 32751, Telephone No. (407) 659-6500, hereinafter called "Consultant", party of the second part.

**SECTION I
RECITALS**

WHEREAS, Consultant is a licensed *Company* doing business in Florida; and

WHEREAS, the City wishes to contract for the Consultant Services Related to Structural Designs & Evaluations for Bridges for the City of Port Saint Lucie as well as other tasks (Work) more specifically described in this Contract; and

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

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

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

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

**SECTION II
NOTICES**

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

Project Manager:

Health Stocton, P.E.
Assistant Public Works Director
City of Port St. Lucie
121 SW Port St Lucie Blvd
Port St. Lucie, Florida 34984
Telephone: 772-344-4239

Email: hstocton@cityofpsl.com

City Contract Administrator: Michelle Fentress, Procurement Agent I
City of Port St. Lucie, Procurement Management
Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5222 / Fax: 772-871-7337
Email: mfentress@cityofpsl.com

Consultant: Scott Hinrichs, P.E.
Graef-USA Inc.
2300 Maitland Center Parkway, Suite 210
Maitland, FL 32751
Telephone: 407-659-6500
Email: scott.hinrichs@graef-usa.com

SECTION III **SCOPE OF WORK**

It is the intent of the city to procure the services of one (1) Professional Engineering Consultant related to Structural Design & Evaluation services. The City currently has approximately thirty (30) bridges throughout the City which require routine and periodic inspection and maintenance. The inspections are performed bi-annually by the Florida Department of Transportation (FDOT) and the reports are supplied to the City. Proposed maintenance performed by the City will then be based on recommendations by FDOT and review of said reports by Consultant. Small structural design plans associated with maintenance and improvements may also be required under this contract. Construction costs shall not exceed \$325,000.00 per project.

The City also contains approximately 290 traffic signal mast arms (TSMA). This contract may also include structural design, review, and analysis services related to the City's TSMA's and strain poles. Construction costs shall not exceed \$325,000.00 per project.

The Consultant shall submit individual proposals per task for pre-approval by the City Project Manager.

The work services may involve one or more of the following:

1. The Consultant will investigate existing bridge structures; perform and/or assist with bridge inspection; design evaluation and coordination for bridge maintenance with the City and Design Consultant for each project. During and/or upon completion, the Consultant may be required to inspect the site and make recommendations to the City as to the acceptability of the work.

2. The Consultant may prepare plans, specifications and Bid Reply's for maintenance and repair where the construction cost is less than \$325,000.
3. The Consultant will review the bridge inspection forms provided by FDOT and incorporate the data into the existing City of Port St. Lucie bridge database. The Consultant will coordinate with FDOT and the City on all inspection items, and provide prioritized recommendation to the City based on these reports.
4. The Consultant will review the existing bridge rating and conditions, and make recommendations on identified budgetary needs for critical bridge repairs, maintenance and/or replacement projects.
5. The Consultant will coordinate permitting of bridge repair and/or replacement projects with the South Florida Water Management District, Florida Department of Transportation, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, U.S. Coast Guard, etc.
6. The Consultant may be requested to provide construction management of designed improvements and/or bridge replacement construction, where construction cost is less than \$325,000.
7. The Consultant may be requested to provide construction engineering and inspection services (CEI) for vehicular and pedestrian bridge maintenance and improvement projects.
8. Attendance at Public Works Department Bridge Team Meetings (travel time is not reimbursable).
9. The Consultant may be requested to provide assistance in bridge and structure plan review as well as attendance at pre-bid and pre-construction meetings for projects involving bridges and structures.
10. The Consultant may perform other structural engineering services, including but not limited to bridge load rating calculations, TSMA loading calculations, and wind loading calculations on various structures.

LOCATIONS

	Bridge No.	Facility Carried	Location
1	941001	Becker Road	0.28 miles W of SE Southbend Blvd
2	944008	Floresta Drive	0.5 miles N/O PT St Lucie Blvd
3	944018	Crosstown Parkway	0.2 miles W/O Bayshore Blvd
4	944019	Crosstown Parkway	0.1 mile W/O US Highway 1
5	945250	Westmoreland Blvd	0.6 miles W/O US-1
6	945251	Southbend Blvd	0.2 miles S of Floresta Drive

7	945252	Jorgensen Road	0.2 miles S/O Macedo Blvd
8	945253	Selvitz Road	0.2 miles N/O NW Bayshore Blvd
9	945254	North Macedo Blvd	0.5 miles W of NW St. James Drive
10	945255	Savage Blvd	1.6 miles N of Gatlin Blvd
11	945256	Savona Blvd	0.5 miles N/O Gatlin Blvd
12	945257	Paar Drive	1.2 miles W/O Port St. Lucie
13	945258	Paar Drive	0.4 miles W of Port St Lucie
14	945259	Savona Blvd	0.4 miles S/O Paar Drive
15	945260	Port St Lucie Blvd	0.7 miles S of Paar Drive
16	945261	Jeanne Avenue	0.7 miles W/O SW Darwin Blvd
17	945262	Darwin Blvd	1/2 mile S/O Paar Drive
18	945263	Gettysburg Drive	0.9 miles S of Paar Drive
19	945264	Kestor Drive	0.3 miles E of Darwin Blvd
20	945265	North Quick Circle	0.8 miles N of SW Becker Road
21	945266	Undallo Road	0.3 miles W/O Darwin Bld
22	945267	Columbus Drive	0.1 miles W of SW North Quick
23	945269	Peachtree Blvd	1000 FT W/O NW St James Drive
24	945270	Dunn Road	0.5 miles S/O CR 712
25	945271	Selvitz Road	0.5 miles S/O CR 712
26	945272	Port St Lucie Blvd	5.7 miles W of US-1
27	945273	Port St Lucie Blvd	4.6 miles W of US-1
28	945274	Crosstown Parkway	0.1 miles W/O Commerce Centre
29	949901	St Lucie W. Blvd WB	0.9 miles W/O Bayshore Blvd
30	949902	St Lucie W. Blvd EB	0.1 mile W/O Bayshore Blvd

SECTION IV
TIME OF PERFORMANCE

The Contract Period will begin October 5, 2020 and will extend for twenty-four (24) months terminating on October 5, 2022. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Consultant agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

SECTION V
RENEWAL OPTION

In the event Consultant offers in writing three (3) months prior to the expiration of the initial term to provide the identical services required in this contract, and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation,

may, with the mutual agreement of the Consultant, extend this contract for an additional term of twenty-four (24) months.

**SECTION VI
COMPENSATION**

The total amount to be paid by the City to the Consultant is on hourly rate price basis identified below in Schedule A and made a part of this contract.

SCHEDULE A

Line No.	Description	Hourly Rate	Personnel	Estimated Hours	Total
1	Task 1 – Bridge Inspection	\$ 120.00	Project Manager	60	\$ 7,200.00
		\$ 90.00	Project Engineer	60	\$ 5,400.00
		\$ -			\$ -
		\$ -			\$ -
2	Task 2 – Data Entry/Reports	\$ 120.00	Project Manager	15	\$ 1,800.00
		\$ 90.00	Project Engineer	30	\$ 2,700.00
		\$ 60.00	Administrative	30	\$ 1,800.00
		\$ -			\$ -
3	Task 3 – Meeting Attendance	\$ 120.00	Project Manager	2	\$ 240.00
		\$ 90.00	Project Engineer	2	\$ 180.00
		\$ -			\$ -
4	The rates submitted will be for performing the inspection and evaluation services for all the City’s bridges.			TOTAL	\$ 19,320.00
<u>OTHER SERVICES</u> (These rates will include the preparation of plans, specifications and Bid Reply’s where construction cost is less than \$325,000.00)					
	Description	Hourly Rate		Personnel	
5	Plans / Specifications	\$	120.00	Project Manager	
		\$	90.00	Project Engineer	
		\$	75.00	CADD Technician	
6	Construction Management	\$	120.00	Project Manager	
		\$	90.00	Project Engineer	

Payments will be disbursed in the following manner:

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

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Consultant and will be paid to the Consultant within thirty (30) calendar days. Such final payment to the Consultant shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Consultant at that time.

Invoices for services shall be submitted upon completion and installation of each sign, and payments shall be made net thirty (30) days after invoice unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net thirty (30) calendar days of receipt of Consultant's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XVI of the Contract.

Partial release of liens shall be submitted with each invoice and shall be for the same time period of the requested invoice. The Consultants shall have paid all subcontractors for the work completed for the invoice submitted time frame.

All invoices and correspondence relative to this Contract must contain the Purchase Order number or VISA number, Contract number, detail of items with prices that correspond to the Contract, unique invoice number, detailed description of work performed and partial or final release of liens. All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1%) percent per month on the unpaid balance.

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

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. All changes will be authorized by a written change order approved by the Procurement Management Department, Director or her designee. Work shall be changed and the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH BID

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

SECTION IX
INDEMNIFICATION HOLD HARMLESS

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

SECTION X
SOVEREIGN IMMUNITY

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

SECTION XI
INSURANCE

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

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

contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

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

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

3. **Additional Insured:** An Additional Insured endorsement **must** be attached to the certificate of insurance (CG20026) under the General Liability policy. 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 shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, and Professional Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial

General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20200072R – Consultant Services Related to Structural Designs & Evaluations for Bridges shall be listed as additionally insured.**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.
5. Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.
7. Professional Liability: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this

Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or subcontractors comply with the same insurance requirements referenced above without the language when required by written contract.

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

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

SECTION XII **ACTS OF GOD**

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

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

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

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

SECTION XIV
COMPLIANCE WITH LAWS

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

RECORD

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

**SECTION XV
CLEANING UP**

The Consultant shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, the Consultant shall remove all of Consultants' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XVI
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Consultant of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Consultant shall be entitled to payment, as described in Section VI. If, on 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. The Consultant shall then be afforded an opportunity 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. Such examination, inspection, or tests made by the Project Manager, shall not relieve Consultant of its responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

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

SECTION XVII **ADDITIONAL REQUIREMENTS**

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

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

Warranty and Guarantee – All products furnished by the Consultant shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Consultant 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 installed, or accepted by the City, whichever last occurs.

Miscellaneous Testing – The Consultant must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Consultant 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 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 Consultant from other remedies.

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

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

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

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

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

Permission to Use - The Consultant(s) 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 selected Consultant(s).

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

Labor and Equipment - The Consultant(s) shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Consultant(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Consultant(s) 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.

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

Water Resources - The Consultant shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Consultant 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.

Storage and Stockpiling – The Consultant will be responsible for storing their own materials during the contract period. All trash, garbage or other types of debris shall be removed from the project site within three (3) days at completion of the work.

Florida Produced Lumber – The Consultant shall comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

Sanitary Conditions - The Consultant(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Consultant(s) shall commit no public nuisance.

Access to Work - The Consultant(s) 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 Consultant(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Consultant(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Consultant 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 Consultant to subcontract with a consultant to perform Consultant Quality Control when the consultant is under contract with the City to perform work on any project described in the Consultant's contract with the City. Prior to approving a consultant for Consultant Quality Control, the Consultant shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments - The Consultant(s) shall be responsible to arrange with utility companies for any adjustment necessary. The Consultant(s) 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 Consultant(s) 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 Consultant(s) that said work is, "complete" and/or "accepted".

Damage to Property - The Consultant 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 Consultant, it shall be immediately restored to a condition equal to or better

than existing before such damage or injury was done by the Consultant, and at the Consultant expense. The Consultant'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
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

SECTION XVIII **LICENSING**

The Consultant warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. The Consultant warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XIX **SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, members of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets (SDS) - The Consultant 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 Consultant in accordance with U.S. Environmental Protection Agency 40 CFR§ 260-265. The Consultant 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.

Safety Precautions - The Consultant shall erect and maintain all necessary safeguards for the protection of the Consultant'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 Consultant's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Consultant.

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

SECTION XX **ASSIGNMENT**

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

SECTION XXI **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

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

terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. 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 Consultant shall provide to the City two hundred fifty (\$250.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Consultant and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

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

SECTION XXII **LAW, VENUE AND WAIVER OF JURY TRIAL**

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

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

SECTION XXIII
REIMBURSEMENT FOR INSPECTION

The Consultant agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Consultant against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials 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 Consultant from other remedies provided in the Contract.

SECTION XXIV
APPROPRIATION APPROVAL

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

SECTION XXV
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, the Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVI
CODE OF ETHICS

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

SECTION XXVII
POLICY OF NON-DISCRIMINATION

The Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. The Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual

orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

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

SECTION XXIX
ENTIRE CONTRACT

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

(balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

GRAEF-USA INC.

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative

State of: Florida

County of: Orange

Before me personally appeared: Scott Hinrichs, P.E.
(please print)

Please check one:

Personally known

Produced Identification: _____
(type of identification)

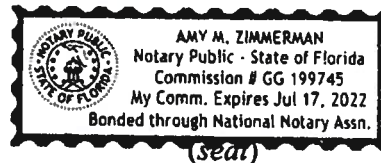
and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15th day of October, 2020.

[Signature]
Notary Signature

Notary Public: State of Florida at Large.

My Commission Expires: July 17, 2022.





GRAEINC-01

SAGRASSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson Insurance Madison 525 Junction Road Madison, WI 53717	CONTACT NAME: Mary Jo Nowak, AU, CIC, ARM, RPLU	
	PHONE (A/C, No, Ext): (608) 203-3893 FAX (A/C, No): (877) 254-8586 E-MAIL ADDRESS: mnowak@johnsonfinancialgroup.com	
INSURED Graef-USA Inc. 275 West Wisconsin Ave., Suite 300 Milwaukee, WI 53203	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
	INSURER B : Valley Forge Insurance Company	20508
	INSURER C : Continental Insurance Company	35289
	INSURER D : Transportation Insurance Company	20494
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6057508580	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6057508594	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6057508630	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Gen Aggregate \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			6057508627	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			AEH254072949	6/1/2020	6/1/2021	Each Claim \$ 1,000,000
A	Professional Liab			AEH254072949	6/1/2020	6/1/2021	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City of Port St. Lucie, CONTRACT #20200072R - Consultant Services Related to Structural Designs & Evaluations for Bridges
 City of Port St. Lucie, a municipality of the State of Florida, its officers, employees are additional insured with respect to General Liability and Automobile Liability. A waiver of subrogation in favor of additional insureds applies to General Liability and Automobile Liability.

CERTIFICATE HOLDER City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port Saint Lucie, FL 34984	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE