

**CITY OF PORT ST. LUCIE  
Contract # 20240154  
Vulnerability  
Assessment Consultant**

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 **Tetra Tech Inc, 8880 Freedom Crossing Trail, Suite# 101, Jacksonville, Florida 32256, 904-596-7641** hereinafter called "Consultant." City and Consultant 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**, Consultant is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with a consultant to prepare a Vulnerability Assessment based on the terms more specifically described herein: and

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

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

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

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

**SECTION II  
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email, or 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:

- I. The same day, if sent via email.
- II. 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,
- III. 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.

Consultant: Marcy Frick – SE Regional Manager  
8880 Freedom Crossing Trail Suite # 101  
Jacksonville, Florida 32256  
904-596-7641  
[marcy.frick@tetrattech.com](mailto:marcy.frick@tetrattech.com)

City Contract Administrator: India Barr  
Procurement Contracting Officer I  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-344-4055  
E-mail: [ibarr@cityofpsl.com](mailto:ibarr@cityofpsl.com)

City Project Manager: Peter May  
Public Works Department  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34983  
Phone: 772-344-4158  
Email: [pmay@cityofpsl.com](mailto:pmay@cityofpsl.com)

### **SECTION III**

#### **DESCRIPTION OF SERVICES TO BE PROVIDED / SCOPE OF WORK**

This specific work that the Consultant has agreed to perform pursuant to the RFP #20240154, Vulnerability Assessment Consulting Services, including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference for the City.

The City of Port St. Lucie (City) has entered into a standard grant agreement with the (**EXHIBIT A**) Florida Department of Environmental Protection (FDEP) to prepare a Vulnerability Assessment (VA) in accordance with subsection 380.093, Florida Statutes (F.S.). The VA will need to meet all requirements set forth by FDEP and will also include a Hydrologic and Hydraulic modeling analysis task. The Consultant shall generally assist the City with the acquisition of background data, preparation of reports and maps, and coordination with the stakeholders.

The scope shall include the following elements:

- Project Management
- Project Initiation/Kickoff and Working Group Meetings
- Acquiring background data including critical assets inventory, topographic data, and flood scenario data
- Produce a technical report outlining compiled data and findings

- Hydrologic and Hydraulic modeling analysis
- Exposure Analysis
- Sensitivity Analysis
- Final VA Report
- Public Presentation of the final VA to the City Council

**The specific scope of services to be performed by Consultant is as follows:**

#### **Task 1 Project Management**

Effective project management is the key to a successful project and includes project administration, project review meetings, and project deliverable quality assurance and control (QA/QC) plan. General project administration includes project control and team coordination, including timely communication of the Consultant with City staff. The Consultant will monitor the progress of work on a weekly basis to monitor compliance with established schedule, budget, and work quality requirements.

Deliverable – Monthly reports.

#### **Task 2 Project Initiation and Kick-Off**

After a notice-to-proceed is issued, the project team will meet to develop an overall project management plan and to address initial actions. The meeting will include a discussion of the project scope, project goals, schedule, key milestones, deliverables, and solicit the City's input and understanding on existing vulnerabilities. The kick-off meeting will be held at the City of Port St. Lucie with the representatives on the Climate Change Working Group (Working Group) along with the City's selected Consultant. Prior to the meeting, the project Consultant will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The City's Working Group will consist of an emergency manager, a floodplain administrator, a transportation lead, a utilities lead, neighborhood services lead, a community and economic development lead, a planning lead, a parks and recreation lead, a Public Works Project Manager, as well as any other City department lead as necessary. During this phase, the Consultant will review any prior studies, including the St. Lucie County Vulnerability Assessment, completed for the City or region that may be relevant to complete the climate vulnerability assessment.

Deliverables – Draft list of Steering Committee members, sign-in sheet, meeting minutes.

#### **Task 3 Working Group Meetings**

During the development of the vulnerability assessment supplement, the Working Group will meet to discuss items pertaining to their department's assets. The first meeting after the kick-off meeting will be to discuss critical assets for each department and compare the assets with the information that was sent to St. Lucie County for the joint vulnerability assessment. The second meeting will be to discuss the climate scenarios and review the updated bath-tub maps that were originally created by the St. Lucie Vulnerability Assessment and to overlay them with the asset maps. The purpose of the meeting is to ensure that all critical assets are accounted for. The third meeting will be to discuss the update to the existing hydrologic hydraulic model in relation to the critical assets to review the exposure and to discuss possible adaptation techniques that can be used for each asset. The fourth meeting will be to review the proposed projects from the existing stormwater master plan in relation to exposure and determine the types of projects that would be needed to mitigate the exposure.

Deliverables – Include sign-in sheets, meeting minutes, and meeting materials.

#### **Task 4 Acquire Background Data**

##### **Task 4.1 Critical/Regionally Significant Assets Inventory**

The Consultant will work with the Working Group to obtain the inventory. The initial information will be obtained from the City GIS system. After initial obtainment, the Consultant will meet with each department to confirm that the data is the most up-to-date information. The data will include, but not be limited to, transportation assets and evacuation routes; critical infrastructure; critical community and emergency

facilities; natural, cultural, and historical resources; flood elevation certificates; and building footprints. These GIS files and associated metadata must adhere to the Florida Department of Environmental Protection (FDEP) GIS and Metadata Standards as defined in Section 380.093(3)(c), Florida Statutes.

#### **Task 4.2 Topographic Data**

The Consultant will obtain from St. Lucie County or the State of Florida the most recent LiDAR data and existing survey data from the public works base maps or utility GIS system.

#### **Task 4.3 Flood Scenario-Related Data**

- i) Precipitation data – Rainfall frequency data is available from various sources and is used in calculating hydrology used for infrastructure design. The Consultant will review data from the National Weather Service (NWS), South Florida Water Management District (SFWMD), NOAA, and any local rainfall gauge information with the return periods to determine the appropriate design rainfall to be used for the rain-induced model. To evaluate the impact of future changes in precipitation, the Consultant will analyze a downscaled General Circulation Model (GCM) precipitation within the St. Lucie County area. This data set contains daily rainfall projections from 1950-2100 covering the entire continental US at a 6-kilometer grid resolution. This analysis will be used to understand how heat indicators may evolve for each planning time frame.
- ii) Groundwater level data – The Consultant shall obtain from a publicly available source the groundwater potentiometric surface maps for the area. In addition, the Consultant will obtain geotechnical reports from existing SFWMD Environmental Resource Permits or City projects adjacent to a waterbody. Approximately three (3) for each watershed will be obtained. This information will help in determining the groundwater elevations within the City. In addition, the Consultant will contact the SFWMD to obtain data related to the hydro stratigraphic units within St. Lucie County.
- iii) Tidal datums and tidal flooding – The Consultant will utilize the USGS gauge at the Roosevelt Bridge, the SFWMD gauge at the Gordy Structure, the SFWMD gauge at the C-23, and the SFWMD at the C-24 to determine the linear relationship of stage and timing to determine the appropriate Mean Sea Level (MSL), the Mean Low Low Water (MLLW) and the Mean High High Water (MHHW) for the existing conditions.
- iv) Sea Level Rise Projections – Utilize the projections from NOAA for the North Fork of the St. Lucie River for the most recent intermediate-high and intermediate-low projections for 2040, 2070, and 2100. The Consultant will also review the data at the USGS gauge at the Roosevelt Bridge and develop a sea level rise trend for the river.
- v) Storm Surge – The Consultant will obtain from the Federal Emergency Management Agency (FEMA) flood depth grids and water surface elevation grids (which are non-regulatory products provided to local municipalities) and information from the USACE Coastal Hazards System South Atlantic Coastal Study (SACS) to determine surge elevations. In addition, the Consultant will obtain the 1% Annual Chance Stillwater Elevation Map for the area to determine if the river areas are included. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event.
- vi) Extreme Heat – To evaluate the impact of future changes in extreme heat frequency/duration, the Consultant will obtain from the Localized Constructed Analogs (LOCA) dataset heat events within the St. Lucie County area. This data set contains daily temperature projections from 1950-2100 covering the entire continental US at a 6-kilometer grid resolution. This analysis will be used to understand how heat indicators may evolve for each planning time frame.

Deliverable – A technical report outlining the data compiled and findings.

### **Task 5 Hydrologic and Hydraulic Modeling Analysis**

Update four (4) existing basin studies utilizing Storm Wise (formerly known as ICPR). The update will include impervious area, stage-storage, and basin connections. The models will be executed with and without storm surge for the 10-year, 1-day, 25-year, 3-day, and 100-year, 3-day storm events with tidal flooding and 2040, 2070, and 2100 sea-level rise scenarios. In addition, a proposed model will be developed using the City's existing capital improvement project upgrades for the same storm events and scenarios.

#### **a) Update Existing Modeling**

- i) Impervious Area – Utilize the normalized difference vegetation index (NDVI) in ArcGIS to determine the Impervious Areas within existing basins. Utilize the County's Property appraiser layers to determine the building coverage and to add the layers into ICPR.
- ii) Stage-Storage – Update the stage storage calculations utilizing Storm Wise (ICPR 4) to use within the model.
- iii) Model Runs – with and without storm surge.
  - (1) Today's tailwater
  - (2) 2040
  - (3) 2070
  - (4) 2100

#### **b) Update Proposed Modeling**

- i) Update the existing model with the proposed projects from the Stormwater Master Plan.
- ii) Model Runs – with and without storm surge.
  - (1) Today's tailwater
  - (2) 2040
  - (3) 2070
  - (4) 2100

### **Task 6 Exposure Analysis**

Consultant shall update the maps that were produced in the St. Lucie County Vulnerability Assessment with the tidal information and sea level rise projections. Also, the Consultant will produce maps from the rainfall-induced flooding model to the scenarios as specified in the modeling task. These maps will include a topographical map, hydric environment, critical and general City infrastructure, future land use, zoning, emergency management, utilities, stormwater, transportation, FEMA's National Flood Hazard Layer (NFHL), and Social Vulnerability Index. GIS files and associated metadata must adhere to Resilient Florida Program GIS Data and Metadata Standards.

Deliverables – Exposure maps

### **Task 7 Sensitivity Analysis**

The project team shall perform the sensitivity analysis. The purpose of this analysis is to measure the impact of flooding on assets, applying the data from the exposure analysis to the inventory of critical assets created in the previous task. The analysis should include an evaluation of the impact of flood severity on each asset type at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverable - The project team should provide a draft Vulnerability Assessment (VA) report detailing the findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards; an initial list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

### **Task 8 Final Vulnerability Assessment Supplement**

The final VA will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It will contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. The project team will provide the VA Compliance Checklist Certification (See Attached FDEP Exhibit A). The report will also include preliminary climate adaptation strategies. In accordance with statute, the project team will submit at a minimum:

- (a) A report detailing the findings of the assessment.
- (b) All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment in a format suitable for input to the Department's mapping tool.
- (c) GIS data that has been incorporated into the appropriate Florida State Plan Coordinate System and suitable for the Department's mapping tool.
- (d) Metadata using standards prescribed by the FDEP.
- (e) A list of critical assets, including regionally significant assets, that are impacted by flooding and sea level rise.
- (f) Deliverables - Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutorily required scenarios and standards in Section 380.093, F.S.; a final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

### **Task 9 Public Presentations**

The project team will meet individually with the Mayor and City Council members for five (5) one-on-one meetings to present and discuss the final VA. After those meetings the project team will present the final VA to the City of Port St. Lucie Council at a City Council meeting. The purpose of the presentation is to share the findings from the final VA and recommend actions for adaptation strategies and project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

Deliverable – meeting agenda indicating location, date, and time of the meeting and meeting minutes.

## **SECTION IV** **TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_, 2025 and will terminate in one (1) year on \_\_\_\_\_, 2025. The Contractor shall 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. 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**

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for up to two additional one (1) year periods for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract.

## **SECTION VI** **COMPENSATION**

The total amount to be paid by the City to the Consultant is on a fixed fee basis invoiced monthly for the percent completed for each task. Payments will be disbursed in the following manner.

<b>Task</b>	<b>Task Description</b>	<b>Deliverable</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
1	Project Management	Monthly Reports	93	\$213.18	\$19,825.55
2	Project Initiation and Kick-Off	Draft list of Steering Committee Members, sign - in sheet, meeting minutes	38	\$213.05	\$8,095.86
3	Working Group Meetings	Include sign -in sheet ,meeting minutes and meeting materials	54	\$204.72	\$11,054.83
4	Acquire Background Data	A technical report outlining the data compiled and findings.	215	\$177.43	\$38,147.45
4.1	<b>Critical/Regionally Significant Assets Inventory</b>				
4.2	<b>Topographic Data</b>				

4.3	Flood Scenario-Related Data				
5	Hydrologic and Hydraulic Modeling Analysis	Hydrologic and Hydraulic Modeling Analysis	1693	\$184.94	\$313,110.19
6	Exposure Analysis	Exposure Maps	200	\$237.86	\$47,571.40
7	Sensitivity Analysis	The project team should provide a draft Vulnerability Assessment (VA) report detailing the findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards; an initial list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.	299	\$197.64	\$59,092.87
8	Final Vulnerability Assessment Supplement	Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutorily required scenarios and standards in Section 380.093, F.S.; a final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.	204	\$199.66	\$40,730.23
9	Public Presentations	Meeting agenda indicating location, date, and time of the meeting and meeting minutes.	36	\$294.88	\$10,615.72



				<b>Total</b>	<b>\$548,244.10</b>

### **The Contract Sum - Per Project Basis**

**The Contract Sum** - Work to be paid for on the basis of the percentage complete for each task on a monthly basis. Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless the Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of the Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XVI of the Contract.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number, and partial and final release of liens.

All invoices shall be sent to: the Project Manager.

The Contractor 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.

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, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

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.

**Taxes** - Consultant is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

## **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 proposal made by the Consultant pursuant to the Solicitation and Specifications on file in the Procurement Management Division of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

## **SECTION IX** **INDEMNIFICATION/HOLD HARMLESS**

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

## **SECTION X** **SOVEREIGN IMMUNITY**

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

## **SECTION XI** **INSURANCE**

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the 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 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 Consultant 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, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant 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 Consultant shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. 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 Insurance, Certificates of Insurance 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 for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20240154 – Vulnerability Assessment Consultant."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. 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. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

4. Business 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 must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, 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, 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 the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. Waiver of Subrogation: By entering into this Contract, the Consultant 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 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.
7. Cyber Liability Insurance: Contractor shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the

City. Coverage shall apply on a primary and non-contributory basis.

8. 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 reserves the right, but is not obligated, to review and request a copy of the Consultant's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements referenced herein. It shall be the responsibility of the Consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language, "when required by written Contract." If the Consultant, any independent consultants, and/or any subconsultants maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent consultant/subconsultant.

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 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 Consultant to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

## **SECTION XII** **ACTS OF GOD**

**Not applicable for this Contract**

### **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 subconsultant, 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 of the above parties is hereby expressly waived.

### **SECTION XIV**

#### **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultant and any subcontractors shall comply with section 119.0701, Florida Statutes. The Consultant and any 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 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 Consultant shall comply with Florida's Public Records Law. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, 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](#).
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/subconsultant invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Contract.

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 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](mailto: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 of 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 XV** **E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Consultant agrees to comply with the statute, including:

1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Consultant enters into a contract with a subconsultant, Consultant must require each and every subconsultant to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subconsult with an unauthorized alien. The Consultant shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. 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.
4. Consultant shall immediately terminate any contract with any subconsultant if Consultant has, or develops, a good faith belief that the subconsultant has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subconsultant of Consultant knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subconsultant.
5. 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 a 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 a contract.
6. The City, Consultant, or any subconsultant 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. Such a cause of action must be filed in St. Lucie County in accordance with the Venue provision otherwise provided herein.

## **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 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. Consultant 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 Consultant 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 Consultant, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Consultant 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 Consultant of his responsibility to remedy any deviation, deficiency, or 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, in the City's option, will be invoiced to the Consultant and/or may be deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

## **SECTION XVII** **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Consultant certifies that it and those related entities of Consultant, 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 Consultant or any of those related entities of Consultant, 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 Activates 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 XXVIII** **CONTRACT ADMINISTRATION**

**Amendments** - The City and the Consultant 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 express 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 Consultant.

**Fiscal Year** - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from

October 1<sup>st</sup> through September 30<sup>th</sup>.

**Joint Venture** - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership or 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 consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Consultant nor any of Consultant's agents, employees, subconsultants, or consultants shall become or be deemed to become agents or employees of the City. Consultant shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subconsultants, 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 Consultant 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 Consultant'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 Consultant shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's Contract, and return it with the signed Contract and insurance documents.

**Use of Name or Intellectual Property** - Consultant 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 Consultant, 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 XIX** **ADDITIONAL REQUIREMENTS**

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

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

**Cooperative Purchasing Agreement** - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing

exists between the City of Port St. Lucie and other public agencies. Consultant may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

**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.

## **SECTION XX** **ASSIGNMENT**

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

## **SECTION XXI** **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 Consultant in default of its obligations under the Contract:

- I. The Consultant 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 Consultant;
- II. The Consultant fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Consultant 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 Consultant 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 Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Consultant 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. If the City determines that the actions, or failure to act, of the Consultant, its agents, employees or subconsultants have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Consultant has engaged in conduct that has or may expose the City to liability, as

determined in the City's sole discretion;

- VIII. The Consultant furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

**Notice of Default** - If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied within the period of time 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 Consultant. Such a charge, in the City's option, may be invoiced to the Consultant and/or may be deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

**Termination for Convenience** – The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Contract upon thirty (30) days written notice to Consultant. Any such termination shall be accomplished by delivery in writing of a notice to Consultant. Following termination without cause, the Consultant 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.

**Termination for Non-Appropriation** - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

## **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, 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 XXIII**

### **TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted

to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

#### **SECTION XXIV** **CONFLICT OF INTEREST**

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

#### **SECTION XXV** **PROHIBITION AGAINST CONTINGENT FEES**

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

#### **SECTION XXVI** **ATTORNEY FEES**

Each party is responsible for its own attorney's fees for any event 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 XXVII** **CODE OF ETHICS**

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

#### **SECTION XXVIII** **POLICY OF NON-DISCRIMINATION**

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

## **SECTION XXIX** **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 XXX** **AUDITS**

The Consultant shall establish and maintain a reasonable accounting system that enables the City to readily identify the Consultant'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; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; Contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Consultant 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 Consultant, including, but not limited to, those kept by the Consultant, its employees, agents, assigns, successors, and subconsultants. Such records shall be made available to the City during normal business hours at the Consultant's office or place of business. The Consultant shall not impose a charge for audit or examination of the Consultant's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Consultant 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 Consultant'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 Consultant. Evidence of criminal conduct will be turned over to the proper authorities.

The Consultant shall ensure the City has these rights with Consultant's employees, agents, assigns, successors, and subconsultants, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Consultant and any subconsultants to the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to the City.

## **SECTION XXXI** **ORDER OF PREFERENCE**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Consultant attached hereto), the E-RFP (including any subsequent addenda and written responses to Bidders' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this Contract.
- (ii) Second, by giving preference to the specific provisions of the E-RFP.
- (iii) Third, by giving preference to the specific provisions of the Consultant's Response, except that objections or amendments by a consultant that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

#### **SECTION XXXII** **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 XXXIII** **NON-EXCLUSIVITY**

Consultant acknowledges and agrees that this Contract is non-exclusive.

#### **SECTION XXXIV** **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 XXXV** **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 XXXVI** **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 XXXVII** **GRANT REQUIREMENTS**

Contractor acknowledges this project is funded, in whole or in part, by a grant agreement between the Florida Department of Environmental Protection ("the Department") and the City, Grant Number 23PLN31 ("the Grant"). Contractor acknowledges that payment under this Contract is contingent upon the availability of Grant funds and the eligibility of the work performed under this Contract under the Grant. Noncompliance with the Grant or failure to fully cooperate with the City in the performance of its duties as Grantee, shall constitute a breach of this Contract, for which City may withhold payment until compliance with the Grant is established.

Contractor further agrees to comply with all applicable requirements of the Grant, attached and fully incorporated herein including, but not limited to, the following list. Contractor acknowledges that the following list uses the term "Grantee" or "recipient," which indicate the City's requirements under the Grant Agreement, additionally however, shall also constitute provisions in which the Contractor must comply and assist City with compliance:

- I. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - a. Standard Grant Agreement
  - b. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - c. Attachment 1, Standard Terms and Conditions
  - d. The Exhibits in the order designated in the Standard Grant Agreement
- II. Documentation Required for Cost Reimbursement Grant Agreements and Match. If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:
  - a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.



- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
  - c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Non consumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under the Grant, if any, impose this requirement, in writing, on its subcontractors.
    - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- III. Retainage. The following provisions apply if Department withholds retainage under the Grant Agreement:
- a. The Department reserves the right to establish the amount and application of retainage on the work performed under the Grant Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
  - b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work.

Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while the Grant Agreement is suspended.
  - d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under the Grant Agreement.
- IV. Non consumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 691-72, Florida Administrative Code (F.A.C.) and/or Chapter 691-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for the purchase of equipment as part of the delivery of services.
- V. Insurance
- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of the Grant Agreement a condition of all contracts that are related to the Grant Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
  - b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
  - c. Proof of Insurance. Upon execution of the Grant Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage prior to performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self- insured authorization, or other certification of self-insurance.
  - d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
  - e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.
- VI. Statutory Notices Relating to Unauthorized Employment and Subcontracts.
- a. The Department shall consider the employment by the Grantee/subcontractor of unauthorized aliens a violation of Section 274 A(e) of the Immigration and Nationality Act. If Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Grant. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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 under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287. 017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to
  - iii. 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.
  - iv. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or service to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - v. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- VII. Compliance with Federal, State and Local Laws. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of the Grant Agreement. The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Grant Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to

be responsible for their own attorney fees incurred in connection with disputes arising under the terms of the Grant Agreement. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

VIII. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
  - b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is
  - c. found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Grant Agreement.
  - d. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.
- IX. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and D) that include photos.
- X. The Grantee shall maintain books, records, and documents directly pertinent to performance under the Grant Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following the completion date or termination of the Grant Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Grant Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Grant Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- XI. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- XII. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- XIII. The Department may, for cause, deny access to Department's secure information or any facility by the Grantee employee, subcontractor, or agent.
- XIV. The Grantee will specifically disclose that the Grant Agreement does not create any third-party rights.

Further, no third parties shall rely upon any of the rights and obligations under the Grant Agreement.

- XV. Insurance Required Coverage. At all times during the Grant Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Grant Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for the Grant Agreement may be required elsewhere in the Grant Agreement, however the minimum insurance requirements applicable to the Grant Agreement are:
- i. Commercial General Liability Insurance.
    - 1. The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
  - ii. Commercial Automobile Insurance.
    - 1. If the Grantee's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:
      - a. \$200,000/\$300,000 Automobile Liability for Company-Owned Vehicles, if applicable
      - b. \$200,000/\$300,000 Hired and Non-owned Automobile Liability Coverage
  - iii. Workers' Compensation and Employer's Liability Coverage.
    - 1. The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- XVI. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- XVII. Documentary Evidence Requirement for Subcontractor(s). If any work associated with the Grant Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to the Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to the Grant Agreement (Grant Work Plan).
- XVIII. Investing in America. Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - i. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
  - ii. The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
  - iii. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.
- XIX. Record Retention: The recipient shall retain sufficient records demonstrating compliance with the terms of the Grant for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designees, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designees, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.
- XX. Funding Source: With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of the Grant), the Grantee agrees to include the Department’s logo (which can be found at the Department’s website at <http://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language: “This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.” The next printed line must identify the month and year of the publication.

**SECTION XXXVIII**  
**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, 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.

(Remainder of page intentionally left blank)

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

CITY OF PORT ST. LUCIE, FLORIDA

TETRA TECH INC.

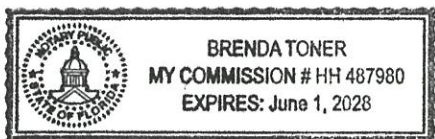
By: \_\_\_\_\_  
Purchasing Agent

By: Marcy Fink  
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF Duval        )

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization, this 31 day of March, 2025, by Marcy Fink who is [✓] personally known to me, or who has [ ] produced the following identification:



Brenda Toner  
Signature of Notary Public

Brenda Toner  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires: 6/1/28