

## MEMORANDUM

DATE: August 9, 2021

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

FROM: Jason Bezak, CPPB, Procurement Agent II  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20210082  
CONTRACT TITLE: Engineering Services to perform an Electrical Audits at 4 Water & Wastewater Treatment Facilities to include a Nutrient Analysis at Glades WWTP.

VENDOR NAME: Kimley-Horn & Associates, Inc.  
VENDOR ADDRESS: 189 S. Orange Avenue, Suite 1000  
CITY & STATE: Orlando, FL 32801

APPROVED BY COUNCIL: N/A

CONTRACT TERM: 08/16/21 THROUGH 01/13/2022 (150) calendar days.  
Total Contract Cost is \$221,208.

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

**CITY OF PORT ST. LUCIE  
CONTRACT # 20210082**

This Contract is to procure professional services for the Glades Wastewater Treatment Facility (WWTF) Nutrient Study and Utility Systems Electrical Audit (Treatment Plants), executed this 11<sup>th</sup> day of August, 2021, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" and KIMLEY-HORN AND ASSOCIATES, INC., a foreign corporation, hereinafter called "Consultant" or "Proposer."

**SECTION I  
RECITALS**

**WHEREAS**, Consultant is licensed and authorized to do business in the State of Florida; and

**WHEREAS**, the City wishes to contract with Consultant to provide the Scope of Services based on the terms and subject to the conditions contained herein; and

**WHEREAS**, Consultant is qualified, willing and able to provide the Scope of 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 to be paid as agreed upon below.

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

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

**SECTION II  
NOTICES**

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

Consultant: Kimley-Horn and Associates, Inc.  
Jill Grimaldi, BCES  
Phone # 772-794-4146  
E-mail : [Jill.Grimaldi@kimley-horn.com](mailto:Jill.Grimaldi@kimley-horn.com)

City Contract Administrator: Jason Bezak, CPPB  
Procurement Agent II - Procurement Management Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
772-344-4068 / FAX 772-871-7337  
E-mail: [JBezak@cityofpsl.com](mailto:JBezak@cityofpsl.com)

City Project Manager: David Garland, P.E.  
Civil Engineer

City of Port St. Lucie, Utility Systems Dept.  
900 SE Ogden Lane  
Port St. Lucie, FL 34983  
(772) 807-4414  
Email: [DGarland@cityofpsl.com](mailto:DGarland@cityofpsl.com)

### **SECTION III**

#### **DESCRIPTION OF SERVICES TO BE PROVIDED**

#### **INTRODUCTION**

Kimley-Horn and Associates (CONSULTANT) will provide engineering services for the CITY of Port St. Lucie Utility Systems Department (CITY) for the project referred to as the Glades Wastewater Treatment Facility (WWTF) Nutrient Study and Utility Systems Electrical Audit (Treatment Plants). The CITY has requested that the CONSULTANT perform a process evaluation for the Glades WWTF, a 12.0 Million Gallon per Day (MGD) Annual Average Daily Flow (AADF) facility, as well as electrical audits for the Prineville and JEA Water Treatment Plants (WTP) and the Glades and Westport WWTFs.

This scope of services describes the specific tasks to be completed to gather information, perform necessary analyses, and document the project results. The following scope of work will be performed by the CONSULTANT.

#### **TASK 1 – PROCESS AND HYDRAULIC MODEL DEVELOPMENT**

With increased public awareness, as reflected in more stringent effluent regulations, the Florida Department of Environmental Protection (FDEP) has trended towards increased nutrient discharge requirements imposed on WWTFs. Biological nutrient removal (BNR) is typically the most economical way of treatment with complex microbial communities (e.g., aerobic heterotrophs, autotrophs, and facultative heterotrophs) and process configurations (e.g., MLE, Bardenpho, etc.). The numerous chemical, physical and biological interactions that occur among the different unit processes for nutrient removal facilities present unique operational challenges when evaluating and optimizing BNR processes.

A biological process and hydraulic model will be developed to investigate the likely impact of different operational strategies and/or changes to the process configuration. The goal of the analysis is to evaluate process modifications that will result in the potential increased biological nutrient reduction, reduced chemical usage, and increased energy efficiency at the WWTF. In general, five (5) step process associated with the Water Environmental Federation (WEF) and International Water Association (IWA) will be applied.

The approach to the Nutrient Study includes further wastewater characterization and analysis, detailed analysis of existing facilities treating similar wastewater loads or using similar processes, and computer simulation of process performance to characterize the performance of a proposed operational or infrastructure recommendations. In general, a better understanding of the behavior of the treatment process, adequate computer (mathematical model) simulations, and influent loads in combination with the use of existing and proposed process controls have the potential to provide operational BNR optimization as well as reducing operational costs.

#### **Task 1.1 – Existing Conditions Evaluation**

Simulating wastewater treatment behavior requires information in several categories, namely, physical, operational, influent characterization, and process model kinetic and stoichiometric parameters. Once the data has been gathered in a spreadsheet format, an extensive exercise is required to screen out outliers, poor data, and provide data reconciliation through performing mass balances. The following subtasks

describe the scope of work associated with the GMP Unified Protocol – Step One (1): Project Definition and Step Two (2): Data Collection and Reconciliation.

A. CONSULTANT will conduct a series of site visits and operator interviews at the WWTF to gather data, perform a preliminary assessment, and to meet with operations and maintenance personnel to discuss WWTF operational methodology.

B. The CITY will provide the CONSULTANT the following:

*Facility Physical Data:* This includes existing as-built/design drawings and specifications, surveys, pump performance data, equipment performance data, aeration system data, tank configurations and operation and maintenance (O&M) manuals.

*Facility Operating Data:* This includes the available operating objectives (mixed liquor suspended solids and dissolved oxygen (DO) concentration set-points, solids retention time, hydraulic retention time, etc.). The last three (3) years of daily operations and process control data in electronic format (Excel if available) and facility operating and maintenance costs including energy consumption and chemical usage and costs.

*Facility Influent Wastewater Characteristics:* Available daily, weekly, monthly, quarterly, and annual sampling results for the last five (5) years. CONSULTANT will perform preliminary evaluations and then submit a list of additional parameters and sampling schedule for the CITY to perform.

*Facility Recycle and Side Stream Characteristics:* CONSULTANT will perform preliminary evaluations of the recycle and side stream characteristics and then submit a list of additional parameters and sampling schedule for the CITY to perform.

C. CONSULTANT will utilize as-built drawings to determine component locations, size, and connection points.

D. CONSULTANT will generally verify as-built drawing information by conducting site observations and reviewing with facility operations staff. Field work or site survey by licensed surveyors is not included in this scope of work.

E. CONSULTANT will prepare a memorandum summarizing existing conditions and operational set points for CITY approval prior to proceeding with model development. The information contained in this memorandum will serve as the assumptions on which the modeling will be based.

### **Task 1.2 – Process and Hydraulic Model Development**

The process and hydraulic model development considerations include establishing modeling objectives, managing the model complexity and computational runtime, modeling influent and side stream, physical configurations, selecting sub-models (e.g., pH calculations, clarifier models, aeration models, etc.), and operational parameter bounds (e.g., maximum and minimum MLSS/MLVSS). Model calibration can be described as an interactive adjustment of the model parameters until simulation results match an observed set of data. The validation step includes stakeholder agreement on model accuracy and engineer checks such as comparison of model results with similar facilities over extended operational periods. The following subtasks describe the scope of work associated with the GMP Unified Protocol – Step Three (3): Facility Model Setup and Step Four (4): Calibration and Validation.

- A. CONSULTANT will develop and calibrate a biological process model based on the existing condition evaluation performed under Task 1 using a BioWin wastewater biological process model. The biological model will be developed and calibrated, per Methods for Wastewater Characterization in Activated Sludge (WERF, 2003), to simulate the existing facilities and project performance under design conditions. The model will be calibrated to current steady state annual average and maximum month conditions based on the data supplied by the CITY.
- B. The calibrated biological model will be used to assist with evaluating the biological treatment capacity and hydraulic loadings of existing process equipment and tankage. Specific treatment component capacity concerns will be identified and discussed with operations staff.
- C. CONSULTANT will prepare a hydraulic model of the major treatment flow trains based on the current operating configuration using hydraulic modeling software. The model will be calibrated using field measured data.
- D. The hydraulic model will be used to identify hydraulic bottlenecks, flow imbalances, and capacity limiting factors. CONSULTANT will investigate alternatives for relieving hydraulic constraints and optimizing hydraulic capacity. The model scenarios will use current and design flow rates while considering historical surge/peak, seasonal, and diurnal flow and loading patterns.

### **Task 1.3 – Facility Scenario Analysis and Evaluation**

Simulation and result interpretation are accomplished once the model has been assembled and calibrated. Presentation of the modeling results include mass balance data, model/simulator setup, model/simulator assumptions and identification of operational or infrastructure recommended modification. The following subtasks describe the scope of work associated with the GMP Unified Protocol – Step Five (5): Simulation and Results Interpretation.

- A. The calibrated biological model will be used as the basis for process control and scenario analysis using the BioWin Controller module. The model will be used to investigate different operational strategies and/or changes to the process configuration. The following scenarios will be evaluated at the present day and design flow rates:
  - Nitrification and denitrification process analysis and optimization
  - DO concentrations throughout the anoxic/aeration basins to improve nitrogen removal and reduce energy requirements
  - Supplemental carbon addition for biological nitrogen removal analysis
  - Internal recycle and return activated sludge rates for efficient nutrient reduction.
  - Biological phosphorus (bio-P) removal analysis
  - Aerobic digestion and volatile solids destruction
  - Chlorine dosage, contact times, and residual analysis
- B. The integrated biological process model and hydraulic model will be used to evaluate and investigate operational alternatives that most effectively utilize existing tankage and equipment while increasing biological nutrient removal efficiencies, reducing chemical usage including supplemental carbon, and increasing overall energy efficiency at the WWTF.
- C. After the evaluation of operational alternatives at the present-day flow rates, the CONSULTANT will analyze the configuration at design flow conditions. The intent is to discern whether the recommendations based on the present-day flow rates will be acceptable at the increased (i.e., buildout) flow rates.

- D. CONSULTANT will meet with the CITY staff at the WWTF site to review the analysis and recommendations. The BioWin biological process and hydraulic model will be brought to the WWTF site for an interactive work session with the CITY staff. Additional scenario analyses will be performed as requested by the CITY staff during the work session.
- E. CONSULTANT will prepare a technical memorandum (TM) summarizing this evaluation. The memorandum will consist of existing conditions summary, analysis methodology, model calibration results, analysis discussion and results to include operational and process improvements, and potential aeration system control improvement recommendations. The memorandum will consist of a summary of potential capital projects needed to implement the recommendations and a budget level opinion of probable construction (OPCC) cost for each capital project.
- F. CONSULTANT will provide support to the CITY operator(s) for a period of up to 30 days while recommended operational modifications are implemented. CONSULTANT will be available to the operator(s) by phone during normal business hours to provide guidance and answer questions. Two virtual meetings and one on-site meeting will also be scheduled at specific milestones (to be detailed in the final memorandum) during the 30-day transition period.

#### **Task 1.4 – Project Management**

This task will include all activities necessary to deliver the Nutrient Study on schedule and within the allocated budget. The CONSULTANT will provide monthly summary reports to accompany invoices and will include an update on work completed to date and work anticipated for the upcoming month.

#### **TASK 2 – ELECTRICAL AUDIT AND PROCESS OPTIMIZATION**

The CITY has requested that the CONSULTANT perform an electrical audit of its four WTPs (2) and WWTFs (2). These audits have become necessary due to initial design shortfalls and/or aging of plant infrastructure and equipment leading to sporadic electrical and operational issues. The audits are crucial in the process of developing a plan to address not only the immediate challenges facing the plants, but to keep pace with industry standards and best practices. This is imperative to maintain the quality of products and services Port St. Lucie residents have come to expect from the Utility Systems Department.

The proposed work will be completed in two phases. Phase 1 will include an evaluation of the existing assets, preparation of a TM summarizing findings and recommendations, and preparation of an engineer's OPCC. Phase 2 will include design services related to the recommendations presented in the TM and will be authorized under separate cover upon completion of Phase 1 (not included in this Scope of Services). The CONSULTANT will engage Electrical Design Associates, Inc. as a subconsultant to provide the electrical evaluation (collectively referred to as the CONSULTANT in the following subtasks). This evaluation will also include a review of operational strategies and efficiencies associated with the key electrical components (to be completed by CONSULTANT's process engineer).

This task will include a review of all relevant reference materials and other available supporting documents as well as make independent observations and evaluations of the electrical systems at each plant. The CONSULTANT will make recommendations for modifying existing select electrical systems and equipment to mitigate current issues and provide plans for more efficient/effective future operations.

Primary electrical systems/sub-systems identified for inclusion in this evaluation are as follows:

- Commercial (FPL) electrical feed voltage dips, phase issues, and intermittent outages.
- Plant Generator Switchgear.
- Centrifuge Reliability.

- Lightning and Surge Protection.
- Grounding Systems.
- Blower Motors.
- Harmonic Filters.

A summary of the specific items to be evaluated at each of the four treatment facilities is presented in **Attachment 1** to this scope of services.

**Task 2.1 – Kickoff Meeting and Operational Workshop**

CONSULTANT will prepare for and facilitate a kickoff meeting, on site, with representatives from the CITY's management team and operations staff for each of the four facilities to discuss key project objectives, scope, deliverables, schedule, communication protocol, and the CITY's expectations for the Project.

Immediately following the kickoff meeting, the CONSULTANT will conduct an operational workshop with operators, maintenance staff, SCADA team and engineering staff to discuss the current operating conditions at each plant, historical operational issues, recommendations of prior design reports, upcoming/planned improvement projects and data needs.

**Task 2.2 – Data Collection and Review**

CONSULTANT will prepare a data request for each facility to collect information necessary to complete the assessment. The CONSULTANT will:

- Review historical plant documentation including costs, record drawings, specifications, and operation and maintenance manuals. CITY shall provide a list of current and future projects to be completed at each facility for electrical load evaluations and construction sequence considerations.
- Review existing record drawings for the power distribution and PLC systems from the CITY to utilize for development of Figures (single lines and PLC system architecture).
- Summarize key data from the facilities, including electrical distribution and SCADA systems and any other similar documentation available from the CITY.
- Review pertinent past studies and vendor quotes as it relates to the electrical distribution and computer systems.
- Collect nameplate data on major equipment to be included (both electrical and process-related).
- Relevant operational data as needed.

**Task 2.3 – Field Investigations and Condition Assessment**

The CONSULTANT will conduct a series of site visits at each of the four treatment facilities to assess the current condition of the key electrical equipment. This task includes one 8-hour site visit at each facility and a subsequent follow-up site visit anticipated to be 8 hours total (includes all four sites) for the electrical engineers. A corresponding site visit will be conducted by the process engineers to specifically assess related operational efficiencies. It is anticipated that the process engineers' site visit will be 4-hours per site with a single 4-hour follow up site visit (includes all four sites). This task will include the following:

1. Field investigations of the water and wastewater treatment plants and documentation of condition for the major electrical equipment and computer equipment (PLC and HMI). Major electrical gear will include the electrical distribution system related to the 5KV (Glades WWTF) and 480V distribution including normal and standby power. The purpose of this task is to determine the status, condition, and functionality of the existing electrical components including pad mounted transformers, switchgears, automatic transfer switches, switchboards, motor control centers, variable frequency drives, starters and overall power systems. Deficiencies will be noted for areas where such

deficiencies may adversely impact treatment process performance, facility expansion (capacity), and where the remaining useful life of the plant components will likely expire during a 10-year planning horizon. The purpose of the site visits is for visual observations, discussions with Operations staff to provide input on known problem areas at the water and wastewater treatment plants. Site visits are not included to “as-built” the current record drawings.

2. The condition assessment results will be recorded for each major asset in the inventory that was observed during visual assessment. Confined space entry and opening/ assessment of energized panels are not included in this scope of services. Equipment condition will be documented with a photo log for all major assets surveyed.
3. The condition assessment shall be based on visual inspection only of the electrical and computer equipment, as well as the related process equipment, and will not include the use of any testing equipment. No destructive or otherwise invasive testing is proposed at this time. In the event that more detailed inspections or analysis are recommended based on the initial on-site assessments, these can be performed as supplemental service.
4. The CITY will provide representatives to allow access to facilities and equipment and provide operational input for use in the assessment.

#### **Task 2.4 – Power Company Coordination**

In order to quantify the reliability of the utility power service to each facility, Florida Power & Light (FPL) will be contacted to review the reliability of existing service feeds to the facility. FPL will be requested to assess the condition of the existing power feeds, transformer capacity, review infrastructure, and provide information on any modifications or updates to their system including revised available fault currents including any changes to the existing service. Additionally, a billing summary will be analyzed including peak demand values over the last three years to evaluate historical usage, energy rates, and any potential savings opportunities. A load analysis of the existing and future anticipated plant loads will be conducted to verify existing utility feeds and standby power system are sufficient to handle planned facility loading based any future additional loads.

The CONSULTANT will review electrical/SCADA pertinent information, such as memos, reports, letters, etc. available for previous power company quality issues that provide a description of the conditions leading to the event, response time to event, what course of action was taken to restore power, and any plans implemented taken to prevent any future recurrence.

The CONSULTANT will visit each site (one 4-hour visit per site; 4 total) with the power company representative as necessary. The process engineer will not participate in the FPL site visits.

#### **Task 2.5 – Draft Findings and Recommendations TM**

##### **Subtask 2.5.1 Electrical/PLC Recommendations and OPCC**

The CONSULTANT will consider pros and cons for electrical/PLC replacement as they relate to equipment sizing requirements, design criteria requirements, system footprint or layout, safety, personnel requirements, maintenance requirements, redundancy, reliability, operational flexibility, and construction costs. Recommendations will be based on the following criteria:

1. Immediate – System failure imminent.
2. Short Term – Five (5) year upgrade plan.



### 3. Long Term – Ten (10) year upgrade plan.

Recommendations will be made specific to each of the four facilities evaluated. The CONSULTANT will evaluate existing electrical systems based on the conditional assessment, reliability and standby power to develop a proposed approach for electrical system upgrades. An initial set of project recommendations will be generated and organized in terms of criticality and timeframe for replacement. A planning-level OPCC will be provided for the recommended projects/improvements. Initial recommendations will be broken into the following key areas focusing on reliability, redundancy, and safety aspects:

1. FPL Utility Supply.
2. Standby Power Systems.
3. 5KV Power Distribution (Glades WWTF only).
4. 480V Power Distribution.
5. Upgrade existing PLCs with new PLCs in their current locations and upgrading the SCADA servers with new units including OS and HMI software upgrade.
6. Proposed Loads Power Distribution (where applicable based on future projects).
7. Electrical Safety and Maintenance.

The CONSULTANT shall prepare a draft TM to summarize the present state of the electrical and computer systems, identify system goals and recommended improvements. The anticipated format/content of the TM is as follows:

1. Executive Summary.
  - a. Electrical system background information and system overview.
  - b. Summary of Recommendations.
2. Power Distribution System.
  - a. Design and Reliability Criteria.
  - b. System Evaluation.
  - c. Single Line Diagrams (Existing and Proposed).
  - d. Illustrative Sketches/Plans.
  - e. Constructability and Maintenance Operations.
3. Plant Power Disturbances.
4. Major Electrical Equipment Conditional Assessments.
5. PLC and HMI Recommendations.
6. Process equipment Optimization Recommendations (see Subtask 2.5.2).
7. Planning Level OPCC (for process and electrical items).

The OPCC will be a Class 4 “Budget Level” estimate of the probable cost of construction per *Recommended Practice 18R-97 Cost Estimate Classification System for the Process Industries*, published in 2005 by AACE International. The CONSULTANT will determine replacement costs for each asset based on previous project experience, the CONSULTANT’s cost database, vendor proposals (as needed) and industry standard practices. Each replacement cost will represent the total project cost, including direct and indirect cost factors that will likely be incurred in the actual replacement project, in 2021 dollars. A multiplier will be applied to account for ancillary support items that are necessary but below the level of detail required for capital projects.

#### Subtask 2.5.2 Process Optimization Recommendations and OPCC

The CONSULTANT will include recommendations related to process optimization in the TM to be produced under this task. These recommendations will be specifically limited to the high electrical demand equipment assessed and may include upgrades/replacements of antiquated or dated equipment, addition of VFDs, addition of redundant equipment, etc., that may lead to more efficient operation of the system and reduced

electrical demand/costs. Full review of treatment processes and operational setpoints is not included in this scope of work. The findings and recommendations will be summarized and included in the above referenced TM. The TM will include a planning-level OPCC for process equipment-related recommendations. Three hardcopies and one electronic (PDF) file will be provided for the CITY's review. A review meeting will be held with CITY staff to discuss the recommendations, review prioritization/sequencing of implementation of the recommendations, and document CITY comments for incorporation into the Final TM.

#### **Task 2.6 – Final Findings and Recommendations TM and OPCC**

The CONSULTANT will incorporate the comments received from the CITY at the review meeting in Task 2.5 into a final TM documenting the proposed implementation schedule for the recommended improvements, as well as the budget-level OPCC for each proposed improvement. This final TM will serve as the basis of design for the preparation of design package(s) for the resulting project(s). Design services will be provided under separate authorization for Phase 2. Three hardcopies and one electronic (PDF) copy of the final TM will be provided to the CITY.

#### **Task 2.7 – Project Meetings and Workshops**

The CONSULTANT will participate in up to 16-hours of additional meetings and workshops throughout the course of the project (to be attended by project manager, electrical engineer and process engineer), in addition to the meetings outlined in the individual tasks above.

The CONSULTANT team will organize a workshop with representatives from major manufacturers of centrifuge systems that includes Schneider Electric VFDs. This workshop is specifically intended for the Westport WWTF which is currently experiencing failures of existing centrifuge VFD components. The CONSULTANT will coordinate with centrifuge for evaluation of the VFD replacements. The CONSULTANT will prepare for and participate in this workshop and follow up activities.

#### **Task 2.8 – Project Management**

This task will include all activities necessary to deliver the Electrical Audit on schedule and within the allocated budget. The CONSULTANT will provide monthly summary reports to accompany invoices and will include an update on work completed to date and work anticipated for the upcoming month.

This task will also include oversight and management of the electrical subconsultant throughout the duration of the project, including coordination for monthly progress reports, review of pay applications, coordination of quality control reviews and internal tracking of project schedule and budget.

#### **ADDITIONAL SERVICES**

The following services are not included in the Scope of Services for this project but may be required depending on circumstances that may arise during the execution of this project. Additional services include, but may not be limited to the following:

- Operational Support for Nutrient Removal Recommendations beyond initial 30-day transition period
- Electrical Audit Phase 2 – Design, bidding, or construction services

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

The Contract period shall start **August 16, 2021** and will terminate **January 13, 2022**, one hundred fifty (150) calendar days later ("Termination date"). In the event all work required in the contract specifications has not been completed by the Termination date, the Consultant agrees to provide work at no additional cost as

authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

Task Name	Duration(1)
Task 1 – Existing Conditions Evaluation	120 Days
Task 2 – Electrical Audit and Process Optimization	150 Days

**SECTION V  
RENEWAL OPTION**

N/A.

**SECTION VI  
COMPENSATION**

The total amount to be paid by the City to the Consultant is on a lump sum basis per the fee schedule for a grand total not to exceed **\$221,208.**

TASK	Consultant Subtotal	Subconsultant Subtotal	TOTAL COST
Task 1 – Process and Hydraulic Model Development	\$30,840	\$0	\$30,840
Task 2 – Electrical Audit and Process Optimization	\$51,630	\$138,738	\$190,368
<i>JEA WTP</i>	<i>\$12,907.50</i>	<i>\$34,684.50</i>	<i>\$47,592</i>
<i>Prineville WTP</i>	<i>\$12,907.50</i>	<i>\$34,684.50</i>	<i>\$47,592</i>
<i>Glades WWTF</i>	<i>\$12,907.50</i>	<i>\$34,684.50</i>	<i>\$47,592</i>
<i>Westport WWTF</i>	<i>\$12,907.50</i>	<i>\$34,684.50</i>	<i>\$47,592</i>
<b>TOTAL</b>	<b>\$82,470</b>	<b>\$138,738</b>	<b>\$221,208</b>

**Progress Payments-** Within twenty (20) business days, the City shall pay the Consultant, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment.

**Acceptance and Final Payment** - When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Consultant and will be paid to the Consultant within twenty (20) business days. Such final payment to the Consultant shall be subject to the covenants in the Contract's Standard Specifications.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days of receipt of Consultant's valid invoice, provided that the invoice is accompanied by adequate supporting documentation and is approved by the Project Manager as required under Section XV 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 are to be sent to: [APNOTIFICATIONS@CITYOFPSL.COM](mailto:APNOTIFICATIONS@CITYOFPSL.COM).

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

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

All payments not made within the time specified by this section shall bear interest from 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** **AUDITS**

The Consultant shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the City throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The 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 transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Consultant relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The 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. Evidence of criminal conduct will be turned over to the proper authorities.

## **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.

## **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 Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

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

Consultant agrees to indemnify 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, 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 and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subconsultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

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

Nothing contained in this Contract or related documents 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 agrees to indemnify, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized, including any independent consultants or subconsultants by the Consultant in the performance of this contract.

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage

to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: 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

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, 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 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 for Contract # 20210082 Glades Wastewater Treatment Facility (WWTF) Nutrient Study and Utility Systems Electrical Audit (Treatment Plants) shall listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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.

Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language when required by written contract. If consultant, independent consultant or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by 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 not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

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**

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

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

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

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

**SECTION XIV**  
**COMPLIANCE WITH LAWS**

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

**RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Pursuant to Section 119.0701, F.S. Consultant agrees to comply with all public records laws, specifically to:

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).



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

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

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

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

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

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

**SECTION XV  
INSPECTION AND CORRECTION OF DEFECTS**

**Deductions** - In the event the City deems it expedient to perform work which has not been done by the Consultant(s) as required by these Specifications, or to correct work which has been improperly and/or

inadequately performed by the Consultant(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Consultant(s) and/or may be deducted from payments due to the Consultant(s). Deductions thus made will not excuse the Consultant(s) from other penalties and conditions contained in the Contract.

## **SECTION XV** **SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes <https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernanceMandatesandFlorida%20Statutes20190129.pdf?ver=2019-01-29-130006-790>.

## **SECTION XVI** **ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

## **SECTION XVII** **ASSIGNMENT**

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

## **SECTION XVIII** **TERMINATION AND DELAYS**

**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. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. 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

**Termination for Convenience.** The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior 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.

### **SECTION XIX** **LAW, VENUE AND WAIVER OF JURY TRIAL**

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

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

### **SECTION XX** **APPROPRIATION APPROVAL**

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

### **SECTION XXI** **TRUTH-IN-NEGOTIATIONS**

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

### **SECTION XXII** **CONFLICT OF INTEREST**

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

### **SECTION XXIII** **PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT**

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.07](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other

material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

#### **SECTION XXIV** **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 XXV** **ATTORNEY'S FEES**

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

#### **SECTION XXVI** **CODE OF ETHICS**

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

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

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

**SECTION XXVIII**  
**SEVERABILITY**

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

**SECTION XXIX**  
**ENTIRE AGREEMENT**

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

**SIGNATURE PAGE FOLLOWS**

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

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: [Signature]  
Purchasing Agent

By: [Signature]  
Authorized Representative

State of: Florida

County of: Indian River

Before me:  Remote online notarization or  
 Personally appeared: Brian A Hoos, P.E.  
(Please print)

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

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

WITNESS my hand and official seal, this 9<sup>th</sup> day of August, 2021.

[Signature]  
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires 10/06/22.



(seal)





## DESCRIPTIONS (Continued from Page 1)

contract & allowed by law. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2021 forms a part of Policy No. WC015893685 (AOS)

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER  
INTO PRIOR TO THE OCCURRENCE OF LOSS.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



**Authorized Representative**