

## MEMORANDUM

DATE: December 18, 2019

TO: \*\*\*\*ORIGINAL\*\*\*\*  
City Clerk's Office

FROM: Jason Bezak, Procurement Agent I  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20190112  
CONTRACT TITLE: Professional Engineering Design Services for the Floresta Drive Improvements from south of the Elkcarn Waterway to Crosstown Parkway (**Phase 2**) and from Crosstown Parkway to Prima Vista Boulevard (**Phase 3**)

VENDOR NAME: AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC.

VENDOR ADDRESS: 2818 Cypress Ridge Blvd, Suite 200,

CITY & STATE: Wesley Chapel, FL 33544

APPROVED BY COUNCIL: 12/09/2019

CONTRACT TERM: This agreement shall be shall begin on January 6, 2020 and terminate on March 31, 2021. The total amount to be paid by the City to the Consultant is on lump-sum basis per task per the schedule of items and services, in the total amount of **\$2,100,000.00** for **Phase 2 & Phase 3**

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

**CITY OF PORT SAINT LUCIE  
CONTRACT #20190112**

This is a Lump Sum Contract for Professional Engineering Design Services, executed this 16<sup>th</sup> day of December, 2019, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC., 2818 Cypress Ridge Blvd, Suite 200, Wesley Chapel, FL 33544, Telephone No. (561) 253-9563, hereinafter called "Consultant" or "Engineer", party of the second part.

**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 for Professional Engineering Design Services for the Floresta Drive Improvements from south of the Elkcarn Waterway to Crosstown Parkway (**Phase 2**) and from Crosstown Parkway to Prima Vista Boulevard (**Phase 3**) as well as other tasks (Work) more specifically described in this Contract; and

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

**WHEREAS**, the City desires to enter into this Contract with Provider to perform the Scope of Services and work/services specified and, in an amount, agreed to below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II  
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if 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 Project Manager: American Consulting Engineers of Florida, LLC.  
Christopher O'Reilly  
2818 Cypress Ridge Blvd, Suite 200  
Wesley Chapel, FL 33544  
Telephone No. 561-253-9563  
Email: [coreilly@acp-fl.com](mailto:coreilly@acp-fl.com)

City Contract Administrator: Procurement Management Department  
June Raymond, Procurement Agent I  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-344-4055 / FAX 772-871-7337  
E-mail: [jraymond@cityofpsl.com](mailto:jraymond@cityofpsl.com)

City Project Manager: Public Works Department  
Frank Knott, Project Manager  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL 34984  
Telephone: 772-344-4290  
Email: [FKnott@cityofpsl.com](mailto:FKnott@cityofpsl.com)

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

#### **SCOPE OF WORK FOR BOTH PHASES 2 AND 3**

#### **PREFACE**

The following reflects the Scope of Services to provide the Professional Engineering Services necessary for design services relative to the Phases 2 & 3 Floresta Drive Reconstruction Projects. This work will be consistent with the adopted goals, objectives and programs of the City of Port St. Lucie City Council (CPSLCC).

The Consultant will provide survey, geotechnical, and design services for the Phases 2 & 3 Floresta Drive Reconstruction Project from south of Elkcam Waterway to Prima Vista Boulevard.

More specifically the consultant will provide the following services:

#### **SPECIFIC DESCRIPTION**

##### **Phase I- Research**

In this phase, the ENGINEER will gather data on existing conditions for the limits of the project. This phase will be completed in various Tasks, as follows:

##### **TASK 1-A: SURVEY**

The consultant will supplement the city's existing base map and perform the following tasks:

**Design survey- Limits: just south of the Elkcam Waterway to Crosstown Parkway (Phase 2) and from Crosstown Parkway to Prima Vista Boulevard (Phase 3).**

##### **Research of Records**

- Obtain City Records, plats, r/w maps; provided by the city.

##### **Establish Horizontal/Vertical Control and Baseline of Survey**

- Site reconnaissance - locate all pertinent right-of-way monumentation along Floresta Drive.
- Establish horizontal control tied to the Florida State Plane Coordination System.
- Bench run - Establish vertical control network.
- Establish existing right-of-way lines for Floresta Drive and adjacent side streets. R/W will be based upon current City r/w maps and existing plat information (provided by the City).
- Establish the baseline of survey for Floresta Drive.

##### **DTM/Topographic Survey**

- Perform a DTM (digital terrain model) survey along Floresta Drive to approximately 20' past the existing r/w.
- Perform DTM survey along each side street for 150' from the right of way line of Floresta Drive. Side Street DTM will extend 20' past the existing right of way.
- Perform a 2D topographic survey within the DTM limits.
- Perform Drainage survey for the DTM limits, including grate, inverts and sizes of pipes.

- Perform 8 cross sections in canals at large culverts (2 on each side of culverts and culvert details (inverts, sizes). At all major drainage canals with large culvert crossings, provide inverts on pipes crossing under the side streets and catch basins at the canals, to accommodate their connection(s) to the system.
- Existing irrigation/sprinkler systems are not included in the survey.

#### **Utility Designation/Location**

- Perform utility locates (test holes) on conflicts identified by the engineer. This scope of work includes 150 test holes.

#### **Deliverables-** to be provided by the surveyor

- All field notes;
- ASCII computer files of reduced survey data and an AutoCAD (digital) drawing showing topographic features;
- 2d files of all topographic features;
- 3d Tin file for all roadway and pond limits;
- Provide a project control sheet depicting in plan view the baseline of survey as well as all horizontal and vertical control established for this project. These sheets will include northings and eastings for the baseline of survey as well as northings, eastings, elevations and descriptions for the project control;
- Up to 20 parcel sketches with legal descriptions to be used by the City for property acquisition.

#### **TASK 1-B: GEOTECHNICAL:**

The ENGINEER shall provide Geotechnical Engineering services for the overall design and construction of the roadway will consist of the following components:

1. Exploration of the shallow subsurface conditions along the roadway alignment using borings advanced by truck-mounted or hand-turned augering equipment. Engineer will perform auger borings at about 200-foot centers along the roadway. The borings will be positioned at staggered locations along the roadway. Thirty-two (32) 6-foot deep borings and seven (7) 10-foot deep borings will be performed.

Groundwater levels will be measured in each of the boreholes upon its completion, and again after an approximate 24-hour period to allow the water table time to stabilize. Six (6) shallow, temporary piezometers will be installed at approximately 1,000-foot centers to measure the stabilized water table level over a period of time, which allows for the measurement of groundwater fluctuations.

2. Exploration of the subsurface conditions at the Prima Vista Boulevard intersection will be done for the mast arm foundation design. Two (2) Standard Penetration Test (SPT) borings, each 30 feet deep, will be performed.
3. Exploration of the subsurface conditions within the pond site (1 total) with 2 SPT borings, each 20 feet deep. A temporary piezometer will be constructed in one of the SPT boreholes to allow measurement of the stabilized position of the ambient (true) water table.
4. Laboratory examination (classification) of material samples and physical property tests of same to establish their plasticity, gradation, moisture content, organic content, grain-Size analysis, etc.
5. Preparation and submittal of a Roadway Soil Survey report

#### **Phase II- Final Design Phase**

In this phase, the ENGINEER will prepare final construction plans and contract documents to include final quantities and technical specifications. This includes final roadway, drainage, signalization, lighting, pavement marking, signing, probable

construction cost estimates, table of pay items, units and estimated quantities. New Landscaping and Irrigation design and plans will be prepared. This phase will be completed in various Tasks, as follows:

**TASK 2:**

**30% Design-** Preparation of 30% Design Plans will illustrate additional roadway detail of horizontal and vertical alignments on the Roadway Plan/Profile Sheets. The ENGINEER shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The ENGINEER shall design the geometrics using the design standards that are most appropriate.

**Utility Coordination-** After CITY approval of the recommended typical section with the location of the proposed sidewalk, a copy of that section along with plan sheets depicting road right-of-way shall be submitted to all affected utility companies and the CITY for marking their existing and proposed utilities. All existing and proposed utilities shall be shown on the construction plans.

**Preliminary Drainage-** The ENGINEER shall perform preliminary Stormwater design calculations to determine water quality and quantity requirements for the project. The drainage analysis will be for the roadway's drainage system alone, not for any basin wide problems. The engineer will provide a pond analysis for the Floresta Drive corridor in accordance with the approved Master Plan. The engineer will maximize the use of the existing outfall areas along the corridor, where possible, to increase cost savings to the city. A maximum of two (2) drainage solutions will be considered. The ENGINEER shall conduct pre-application meetings with SFWMD and the CITY. Additionally, the engineer shall make applications for permits to permitting agencies.

The 30% design deliverables will include the following preliminary plans:

**1. Roadway Plans:**

- Key sheet
- Horizontal control plan
- Typical Section & Notes
- Plan / Profiles (1"= 50'/11"x 17")
- Cross-Section Sheets

**TASK 3:**

**Preparation of 60% Design Plans:** ENGINEER shall update the preliminary Plan/Profile Sheets, pavement markings, signage, preliminary signal design, cross-section details, roadway Stormwater design information. The preliminary Utility Adjustment Sheets, Landscape, Lighting, Signing and Pavement Marking, and Signalization Plans will be prepared.

The SFWMD, ERP and Water Use permit will be submitted along with the application for the USACOE and St. Lucie County permits. A Conceptual/Preliminary Design Public Meeting will be held to solicit public input. The ENGINEER will prepare and mail all notices to residents and commercial property owners. Engineer will participate in one (1) public meeting related to this project.

**Permitting-** ENGINEER will conduct pre-application meetings, jurisdictional determinations, and make application for permits authorizing activities associated with the Floresta Drive improvements. Anticipated permits include USACOE, SFWMD and ERP permits. Permits for Endangered Species and Historic Preservation issues (are not included), Undefined Consultant Design/Construction Efforts. The engineer will process the permits on behalf of the City and seek to obtain the permits expeditiously. Permit fees are not included and will be paid by the City.

The 60% design deliverables will include the following plans:

**1. Roadway Plans:**

- Key sheet
- Drainage Maps (for permitting only)

- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (1"= 50'/11"x 17")
- Special Profiles (BOW only)
- Pond Detail Sheets
- Cross-Sections (200' or more spacing)

**2. Signing & Marking Plans:**

- General Notes
- Preliminary Signing and Marking Plans (1"= 50'/11"x 17")
- Details (as needed)

**3. Signalization Plans:**

- General Notes/Pay Item Notes
- Preliminary Signalization Plan Sheets(1"= 50'/11"x 17")
- Preliminary Signal Interconnect Plans

**4. Lighting Plans:**

- General Notes
- Preliminary Lighting Plans (1"= 50'/11"x 17")
- Details (as needed)

**5. Landscaping & Irrigation Plans:**

- General Notes
- Preliminary Landscaping & Irrigation Plans (1"= 60'/11"x 17")
- Details (as needed)

**6. Bridge Plans:**

The ENGINEER will submit preliminary 30% bridge plans which will be submitted with the 60% roadway plans.

- General Notes
- Plan & Elevation Sheets
- Foundation Layout Sheet
- Typical Sections
- Details (as needed)

**TASK 4:**

**Preparation of 90% Design Plans** will include substantially complete Construction Plans ready for bidding. The plans will include Roadway, Signing & Pavement Marking, Landscape, Lighting, Signalization, Utility Adjustment Plans and Quantities. All 60% comments will be addressed.

**The 90% design deliverables** will include the following plans:

**1. Roadway Plans:**

- Key sheet
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (1"= 50'/11"x 17")
- Special Profiles (BOW only)
- Miscellaneous Details (as needed)
- Maintenance of Traffic (Typical Sections and Notes)
- Pond Detail Sheets

- Cross-Section (200' or more spacing)

**2. Signing & Marking Plans:**

- Tabulation of Quantities
- General Notes
- Signing and Marking Plans (1"= 50'/11"x 17")
- Details (as needed)

**3. Signalization Plans:**

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Signalization Plan Sheets(1"= 50'/11"x 17")
- Guide Sign Worksheet
- Special Details (as needed)
- Mast Arm Tabulation Sheet
- Signal Interconnect Plans

**4. Lighting Plans:**

- Tabulation of Quantities
- General Notes
- Lighting Plans (1"= 50'/11"x 17")
- Details (as needed)

**5. Landscaping & Irrigation Plans:**

- Tabulation of Quantities
- General Notes
- Landscaping & Irrigation Plans (1"= 60'/11"x 17")
- Details (as needed)

**6. Bridge Plans:**

- General Notes
- Plan & Elevation Sheets
- Foundation Layout Sheet
- Typical Sections
- Details (as needed)

**TASK 5:**

**100% Design Plans** will include complete design plans and permits for all construction in the Floresta Corridor and off-site retention areas. This phase will include ensuring all comments from City staff and utility companies have been addressed, preparation of contract documents, final quantities and technical specifications.

**The 100% design deliverables** will include the following plans:

**1. Roadway Plans:**

- Key sheet
- Horizontal control Plan
- Typical Section & Notes
- Summary of Quantities
- Plan / Profiles (1"= 50'/11"x 17")
- Special Profiles (BOW only)
- Miscellaneous Details (as needed)
- Maintenance of Traffic (Typical Sections and Notes)

- Pond Detail Sheets
- Cross-Section (200' or more spacing)

**2. Signing & Marking Plans:**

- Tabulation of Quantities
- General Notes
- Signing and Marking Plans (1"= 50'/11"x 17")
- Details (as needed)

**3. Signalization Plans:**

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Signalization Plan Sheets (1"= 50'/11"x 17")
- Guide Sign Worksheet
- Mast Arm Tabulation Sheet
- Signal Interconnect Plans

**4. Lighting Plans:**

- Tabulation of Quantities
- General Notes
- Lighting Plans (1"= 50'/11"x 17")
- Details (as needed)

**5. Landscaping & Irrigation Plans:**

- Tabulation of Quantities
- General Notes
- Landscaping & Irrigation Plans (1"= 60'/11"x 17")

**6. Bridge Plans:**

- General Notes
- Plan & Elevation Sheets
- Foundation Layout Sheet
- Typical Sections
- Details (as needed)

**TASK 6:**

**Utility Relocation Design-** ENGINEER will provide engineering design services for relocating the water main and sewer main to accommodate the future widening of the roadway. ENGINEER will prepare drawings and specifications depicting the proposed water main and low-pressure force main relocation in accordance with FDOT and City of Port St. Lucie standards. Plan and profile utility sheets will be prepared based upon the contract roadway and drainage plans. Utility adjustments for both the water and the low-pressure force main will include relocation of the pipelines within the project corridor. Due to the proposed median, new fire hydrants will be placed on both sides of the roadway. Detail engineering sheets for water and sewer improvements will be prepared based upon City of Port St. Lucie and FDOT standards. ENGINEER will provide a summary of pay items and summary of quantities for the proposed utility work to be inserted into contract drawings based upon City of Port St. Lucie guidelines.

**Utility Relocation Permitting-** ENGINEER shall prepare permit applications for construction of the water and sewer improvements for submittal to the Florida Department of Environmental Protection (for mains larger than 12 inches) and the City of Port St. Lucie (for mains 12 inches or smaller) at the same time as the 90% design submittal. Permit fees are not included and will be paid by the City.



ENGINEER will submit permits to, and respond to requests for information (RFIs) for the following permits:

- Florida Department of Environmental Protection “Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs”, DEP Form 62-555.900(7) Alternate
- City of Port St. Lucie Utility Systems Department “Application for Permit to Construct a Domestic Wastewater Collection/Transmission System”

**Plans 60%, 90% and 100% design deliverables** will include the following:

- Engineering plans, specifications and cost estimates
- Conflict Analysis against Roadway design plans
- Bid Documents, Non-Standard specs and Standard CPSL specs
- Final Electronic Delivery Documents
- 100% design plans are Signed and Sealed and ready for bidding

### PHASE III- Bid and Award Phase

**TASK 7:** **Bid and Award Phase-** The ENGINEER will assist the CITY during the bidding process to include pre-bid meeting attendance and bid analysis.

ENGINEER shall attend one pre-bid meeting The ENGINEER shall assist the CITY in the review of bids and provide the CITY with their recommendations. ENGINEER shall provide the CITY with a Bid Set of construction drawings in PDF format on CD's.

### SECTION IV TIME OF PERFORMANCE

Contract period for **Phase 2** and **Phase 3** shall begin on January 6, 2020 and terminate on March 31, 2021 for a total of **450** calendar days. The Consultant will be required to commence work under this Contract within Ten (10) calendar days after the start date identified in this Contract. In the event all work required in this contract has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in this contract 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 Consultant 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 Consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

#### Task 1 (Survey and Geotech)

Task 1 A Survey

120 Days

Task 1 B Geotechnical:

90 Days

**Total Days Task 1:**

**120 Days after NTP**

**Task 2-** 30% Design-

90 Days

**Total Days Task 2:**

**210 Days after NTP**

**Task 3-** 60% Design-

90 Days

**Total Days Task 3:**

**300 Days after NTP**

**Task 4-** 90% Design-

90 Days

**Total Days Task 4:**

**390 Days after NTP**

**Task 5-** 100% Design-

60 Days

**Total Days Task 5:**

**450 Days after NTP**

**Task 6-** Utility Relocation

Included in Tasks 3-5

**Total Days Task 6:**

**450 Days after NTP**

**Task 7-** Bid and Award Phase

TBD Days

**Total Days Task 7:**

**TBD Days**

Total Calendar Days (Tasks 1-6) 450 Days after NTP

**SECTION V**  
**RENEWAL OPTION**

There are no renewals for this contract.

**SECTION VI**  
**COMPENSATION**

The total amount to be paid by the City to the Consultant is on lump-sum basis per task per the schedule of items and services, in the total amount of **\$ 2,100,000.00** for **Phase 2 & Phase 3**. Payments will be disbursed in the following manner:

Compensation shall be in accordance with the Schedule listed below:

<b>TASK DESCRIPTION</b>	<b>TOTAL FEE</b>
TASK 1- A Survey	\$ 135,000.00
TASK 1- B Geotechnical:	\$ 75,000.00
TASK 2 30% Design	\$ 525,000.00
TASK 3 60% Design	\$ 525,000.00
TASK 4 90% Design	\$ 525,000.00
TASK 5 100% Design	\$ 175,000.00
TASK 6 Utility Relocation (Design & Permitting)	\$ 130,000.00
TASK 7 Bid and Award Phase	\$ 10,000.00
<b>Total Fee:</b>	<b><u>\$ 2,100,000.00</u></b>

**VISA Payment Procedures**

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Engineer will be provided this account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the Project Manager by the 1<sup>st</sup> of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.
4. The (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.

6. The Engineer may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1<sup>st</sup> and 5<sup>th</sup> of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

**A Visa Order Form constitutes as the Notice to Proceed.**

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include but not be limited to sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

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 as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10<sup>th</sup> of the month, and payments shall be made within several days once approved provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Project Manager.

No payment for projects involving improvements to real property shall be due until Consultant delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of 1 percent per month on the unpaid balance.

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.

**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 Request for Proposal 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, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of 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**  
**SOVERIEGN IMMUNITY**

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

**SECTION XI**  
**INSURANCE**

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

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

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

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

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. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage 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, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20190112 Professional Engineering Services for Floresta Drive Improvements Phases 2 and 3 shall be listed as additionally insured."** The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent Consultants and Sub-Consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Professional Liability: 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 five (5) 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. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

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 Proposer'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 Sub-Consultant's comply with the same insurance requirements referenced above.

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

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

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

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

The 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. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

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

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

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

**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/Performance/Quarterly/2017\\_12\\_13\\_Web\\_Update\\_PFIA\\_Prohibited\\_List.pdf?ver=2017-12-13-144624-667](https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_12_13_Web_Update_PFIA_Prohibited_List.pdf?ver=2017-12-13-144624-667)



## **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/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

**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 selected Proposer 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 selected Proposer 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).

## **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, DELAYS AND LIQUIDATED DAMAGES**

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to

this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

#### **SECTION XIX** **LAW AND VENUE**

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.

#### **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 RFQu 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 RFQu and the Contract to be executed for this RFQu, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFQu purporting to require confidentiality of any portion of the Proposer's response to the RFQu, 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 RFQ<sub>u</sub> constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

#### **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 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.

***[The remainder of this page left blank intentionally.]***

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

CITY OF PORT ST. LUCIE FLORIDA

American Consulting Engineers of Florida, LLC.

By: [Signature]  
Purchasing Agent

By: [Signature] **BRIAN MIRSON**  
Authorized Representative **MANAGING PARTNER**

State of: FLORIDA County of: Palm Beach

Before me personally appeared: Brian Mirson  
(Please print)

Please check one:

Personally known \_\_\_\_\_  
Produced Identification: FL Drivers License  
(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 27 day of November, 2019.

[Signature]  
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires June 21, 2023



(seal)

**TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

STATE OF FLORIDA §  
COUNTY OF §

Before me, the undersigned authority, personally appeared affiant Brian Mirson who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering design services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide these services for a project known as #20190112, Professional Engineering Services for Floresta Drive Improvements Phases 2 and 3.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

AMERICAN CONSULTING ENGINEERS  
Name of Firm

BRIAN MIRSON  
President MANAGING PARTNER

The foregoing instrument was acknowledged before me by Brian Mirson who is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 21 the day of November, 2019.

(SEAL)

Michael Meado  
Signature

Michael Meado  
Notary Name (typed or printed)

