

Master Professional Service Agreement

THIS MASTER PROFESSIONAL SERVICES AGREEMENT, is entered on day of _____, 2025, between Woolpert, Inc., 4711 South LeJeune Road, Coral Gables, FL, 33146 ("Woolpert") and _____ City of Port St. Lucie, FL _____ ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished under mutually executed task orders issued under this Agreement ("Task Orders").

1. **Scope:** Woolpert and Client agree the intended scope of service shall be as set forth in each Task Order for each separate project ("Project"), which will always intend to reference and incorporate this Agreement and are hereby incorporated by reference. The Task Orders may be supplemented from time to time by separate addendums to such Task Orders. A sample Task Order is attached as Attachment A, which is hereby incorporated by reference. Woolpert and Client acknowledge that project change is typical, for one reason or another. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with a negotiated lump sum or, if applicable, a labor schedule included within a Task Order.

2. **Schedule/Term:** The Date of commencement and completion for Services provided shall be set forth in a Task Order for each specific Project. Client acknowledges that Woolpert has developed and proposed a specific plan and fee to furnish and complete its scope of professional services based on the schedule in the Task Order. Neither party shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of the party or its employees, agents, or subconsultants. Client understands that modifications to a Project's schedule by Client or reasons beyond the reasonable control of Woolpert may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve. This Agreement shall remain in effect for a period of 5 years or, with respect to any Task Order issued prior to expiration of such period, for the schedule specified in the Task Order for completion of the Services, or as may further be amended in a writing signed by the parties.

3. **Fees:** Client agrees the total compensation due Woolpert for its professional service shall be as set forth in the specific Task Order. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest at a rate of 1.5 percent per month for late payments for which there is no good faith dispute. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.

4. **Instruments of Services/Ownership:** Drawings, specifications, documents, software, and data prepared or collected by Woolpert are paid for by the City, and therefore, the City retains all right, title and interest therein once payment for such items are made by the City. With respect to any electronic file that Woolpert provides the Client, due to the easily alterable nature of electronic files, to the extent any electronic files deviate from hard copies and PDFs, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor. Use of electronic files shall be at the sole risk of Client. Hard copies and PDFs presented by Woolpert shall govern over any conflicting information in an electronic file. If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's deliverables without first obtaining Woolpert's written consent or uses electronic files provided by Woolpert, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

5. **Standard of Care:** Woolpert shall perform the Services in accordance with that degree of care ordinarily exercised by members of the same profession. Client agrees that neither Woolpert nor anyone for whom it is responsible, has offered or will offer Client any fiduciary service and no fiduciary responsibility shall be owed. Woolpert disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement beyond the stated standard of care. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

6. **Client Representations:** Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work that directly impacts Woolpert's services to allow Woolpert's services to proceed as agreed. Client's failure to so coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client represents that Woolpert shall be entitled to rely upon information provided by Client or its other consultants with approval from the City and Woolpert shall not be liable in the event that erroneous information is supplied by the Client or its other consultants with approval from the City, and Woolpert subsequently relies upon and incorporates such information in the performance of its services or any deliverable.

7. **Termination/Suspension:** Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party without penalty or liability. In the event of either party's failure to make payments or substantially perform its obligations under this Agreement, the other party may suspend services or terminate this Agreement, without penalty or liability, upon seven days prior written notice and failure of the defaulting party to cure the default within the seven day period. In the event of any termination, Woolpert

shall be paid for all services performed through the date of termination. If it is later determined that any termination for cause was excusable, the termination shall be deemed to be a termination for convenience.

8. Site Safety: If the Services include activities on a Project site or design services, Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

9. Hazardous Materials: Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold or asbestos.

10. Promotion: Reserved.

11. Insurance: Woolpert agrees to maintain insurance coverage as set forth in Attachment B – Local Government Addendum attached hereto.

12. Duty to Notify: Woolpert and Client agree to timely identify and disclose to the other all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible. Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

13. Limitation of Liability: Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage arising out of this Agreement, which shall include, without limitation, loss of use or profits. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement. Either party's liability under each Task Order with respect to any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, shall be limited to Fifty Thousand Dollars.

14. Export/Import Control: To the extent applicable to the party, each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits, Woolpert's performance will be excused and this Agreement will be terminated for the convenience of Woolpert.

15. Non-Solicitation: Client acknowledges (1) the significant investment that Woolpert has made in the identification, recruitment, training and development of its employees, and in the building of relationships between such employees, (2) the loss of billable time resulting from the transition of files and/or prior communication and experience from a departing employee or agent to another employer or agent, (3) that Client would receive substantial additional value, and Woolpert would be deprived of the benefits of its work force if Client were to directly employ or contract directly with any employee of Woolpert, and (4) the difficulty of placing a monetary value on the investments, losses and benefits referred to above. Accordingly, Client agrees that for the duration of this Agreement and for twelve (12) months thereafter, that neither Client nor any of its affiliates will employ, engage, recruit or contract with any employee or otherwise induce any employee of Woolpert to terminate the employee's employment or engagement with Woolpert. This provision does not prohibit Client from making general solicitations for employment that are not directly or indirectly targeted at Woolpert's employees or agents or from soliciting for employment any individuals who have ceased being employees of Woolpert at least six (6) months prior and unrelated to such solicitation. Notwithstanding, Woolpert may, at its sole discretion, consider a request by Client to consent to a waiver of the above restrictions in consideration of Client's payment of a compensatory fee (the "Waiver Fee"). The Waiver Fee shall equal 100% of the first year annual compensation (including equity compensation, salary, sign on bonus, and year-end bonus) of the applicable employee as fair and reasonable compensation for the loss sustained. The Waiver Fee will be due and payable to Woolpert within thirty (30) days of the date of hire or engagement.

16. Headings: Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

17. Choice of Law/Venue: This Agreement is to be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction located within St. Lucie County, Florida.

18. GSA Contract. This contract incorporates the terms of the Woolpert GSA Contract # 47QTCA25D002W. Where appropriate the term customers shall mean the Client. In the event of a conflict between the terms of the GSA Contract and this Agreement, the terms of the GSA Contract shall govern.

19. Entirety of Agreement: This Agreement, inclusive of the above referenced GSA Contract and any attachments, including Attachment B – Local Government Addendum, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

20. **Florida Projects:** In the event that any Project, or any performance of Services, with respect to any Task Order issued under this Agreement is located in the State of Florida, the following shall also apply to the Agreement and the Task Order:

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL DESIGN PROFESSIONAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT IF WOOLPERT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS AGREEMENT AND ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

City of Port St. Lucie, FL:

Signed: _____

Name: _____

Title: _____

Woolpert, Inc.:

Signed:  _____

2025-11-06

Name: David Kuxhausen

Title: Vice President



Attachment A: Sample Task Order

Task Order to Master Professional Services Agreement between Woolpert, Inc. and City of Port St. Lucie, FL , dated insert date

Task Order #

Section 1. General

THIS TASK ORDER, made and entered into this ____ day of _____, 20____, by and between Woolpert, Inc., whose address is _____, (hereinafter referred to as "Woolpert") and _____ ("Client"), provides for Services by Woolpert under the Master Professional Services Agreement dated insert date, such Services described under Section 2 of this Task Order.

- Woolpert Project Number: Insert if available
- Task Order Project Title: Insert if available

Client's Representative

- Name: LaRue Griffin
- Company: City of Port St. Lucie, FL
- Address: 1001 SE Prineville Street, Port Saint Lucie, FL 34983
- Phone Number: 772.873.6381
- Email address: lgriffin@cityofpsl.com

Woolpert's Representative

- Name: John Cestnick, Vice President
- Address: 4711 South LeJeune Road, Coral Gables, FL, 33146
- Phone Number: 305.903.4335
- Email address: john.cestnick@woolpert.com

Section 2. Description of Services

The Services to be provided by Woolpert are identified in Exhibit A: Scope of Services to this Task Order, which is incorporated by this reference.

Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services is identified in accordance with Exhibit B: Compensation of this Task Order, which is incorporated by this reference.

Section 4. Schedule for Services

The commencement date of this Task Order shall be _____. The services set forth in this Task Order shall be completed no later than _____, unless terminated or extended as provided in the Master Professional Services Agreement or by mutual agreement in writing.

IN WITNESS WHEREOF, this Task Order, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Master Professional Services Agreement, is accepted as of the date first written above.

City of Port St. Lucie, FL:

Signed: _____

Name: _____

Title: _____

Woolpert, Inc.:

Signed: _____

Name: _____

Title: _____



Exhibit A: Scope of Services (Sample Task Order Example)

Client's Representative

- Name: LaRue Griffin
- Company: City of Port St. Lucie, FL
- Address: 1001 SE Prineville Street, Port Saint Lucie, FL 34983
- Phone Number: 772.873.6381
- Email address: lgriffin@cityofpsl.com

Woolpert's Contact

- Name: John Cestnick, Vice President
- Address: 4711 South LeJeune Road, Coral Gables, FL, 33146
- Phone Number: 305.903.4335
- Email address: john.cestnick@woolpert.com

Services

Define scope of services for this Task Order.

Exhibit B: Compensation (Sample Task Order Example)

Lump Sum Summary

Insert line item..... \$Insert

Insert line item..... \$Insert

Insert line item..... \$Insert

Total Lump Sum Fee\$Insert

Hourly Summary

Insert line item (Estimated) \$Insert

Insert line item..... \$Insert

Insert line item..... \$Insert

Total Hourly Fee (Estimated)\$Insert

Hourly Rate Schedule (add if applicable)



Master Professional Service Agreement Compensation

- **Fees under this Master Professional Services Agreement will not exceed One-Hundred and Sixty-Thousand dollars (\$160,000).**
- Task Order fees and services will be defined for each authorized Task Order.
- Services provided will be performed on either a Firm Fixed Lump-Sum Fee basis, or on a Time & Materials Fee basis as agreed to between the CLIENT and Woolpert.
- For Firm Fixed Lump-Sum Fee work authorizations, Woolpert will invoice the CLIENT monthly based on an overall percent complete of the work authorization tasks.
- For Time & Material Fee work authorizations, Woolpert will invoice the CLIENT monthly based on the following hourly rates. Expenses will be submitted and paid at cost plus ten percent (10%).

Labor Category	12/10/2025 – 12/09/2026	12/10/2026 – 12/09/2027
Program Manager	\$263	\$274
Group Manager	\$245	\$257
Project Manager	\$243	\$252
System Analyst	\$191	\$201
System Analyst (Junior)	\$147	\$154
Sr. GIS Database Developer/Programmer	\$235	\$247
Database Developer/Programmer	\$213	\$224
Jr. GIS Database Developer/Programmer	\$191	\$201
Sr Technical Specialist	\$217	\$226
Technical Specialist	\$149	\$155
Sr. Technical Writer	\$140	\$145
Technical Writer	\$128	\$133

ATTACHMENT B: LOCAL GOVERNMENT ADDENDUM

This Local Government Addendum ("Addendum") to the Master Professional Services Agreement for Risk Framework Development: Phase 1 ("Agreement"), between the City of Port St. Lucie, Florida ("City") and Woolpert, Inc. ("Contactor"), is incorporated therein as if fully set forth therein. Together, the Agreement, including any other attachments and/or exhibits, and this Addendum shall be referred to hereinafter as the "Contract."

SECTION I **NOTICES**

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

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

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

Contractor: John Cestnick, Vice President/Program Director,
4711 South LeJeune Road, Coral Gables, FL 33146
305.903.4335, John.Cestnick@woolpert.com

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

City Project Manager: Craig Haynes, Manager Utility Information Systems,
1001 SE Prineville St., Port St. Lucie, FL 34983
772-344-4057, chaynes@cityofpsl.com

SECTION II **INDEMNIFICATION/HOLD HARMLESS**

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

alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION III **INSURANCE**

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

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

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, 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: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

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 Contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, Business Auto, and Cyber Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20260073 – Risk Framework Development: Phase 1."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder (ten (10) days written notice for cancellation for non-payment of premiums). In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City or the parties shall have the right to terminate the Agreement for convenience and/or negotiate an increase in Contract price directly related to the increase in cost due to the requested increase to reflect amended statutory liability.

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

Cyber Liability Insurance: Contractor shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Contractor 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, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.

Waiver of Subrogation: By entering into this Contract, Contractor agrees to a Waiver of Subrogation for each required policy with the exception of Professional Liability insurance or where prohibited by law. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$50,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent Contractors and subcontractors listing the City as an Additional Insured

without the language, "when required by written contract." If Contractor, any independent contractor, or any subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

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

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$50,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

SECTION IV **COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations.

SECTION V **SOVEREIGN IMMUNITY**

Nothing contained in the 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 VI **PUBLIC RECORDS**

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, including section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.

Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL and GS2](#).
2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to the 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. Contractor's records under the Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during the Contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports, and records relating to the Contract.
5. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the 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 Contractor does not transfer the records to the City.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE 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 VII
CONTRACTUAL RELATIONSHIP**

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

**SECTION VIII
ASSIGNMENT**

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

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

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising out of the Contract, or related to the 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 X
ATTORNEY'S FEES**

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

SECTION XI
POLICY OF NON-DISCRIMINATION

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

SECTION XII
CODE OF ETHICS

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

SECTION XIII
SCRUTINIZED COMPANIES

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

SECTION XIV
E-VERIFY

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

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.

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

SECTION XV

DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

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

SECTION XVI

COOPERATION WITH INSPECTOR GENERAL

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

SECTION XVII

AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period

of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to the Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

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

SECTION XXVIII **CONSTRUCTION**

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

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

SECTION XXIX **SEVERABILITY**

The parties to the 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 the remainder of the Contract, as amended, will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of the Contract to be inequitable under the circumstances.

SECTION XX
NON-EXCLUSIVITY

Contractor acknowledges and agrees that the Contract is non-exclusive.

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
CONFLICT

With the exception of the Sections of the Contract entitled "Limit of Liability" and "Florida Projects" which the parties hereby agree control in the event of a conflict between this Addendum and the terms of the Agreement, the parties agree that in the event of any other conflict between the terms within this Addendum and the terms of the Agreement, including any other attachments, the terms of this Addendum shall control. Unless expressly agreed to within the Contract, any reference to terms, conditions, requirements, or similar provisions, including those pointing to such provisions on a website or link, shall have no force or effect.

