



City of Port St. Lucie

20250164

DUCK CT PHASE 2

RELEASE DATE: June 2, 2025

RESPONSE DEADLINE: July 2, 2025, 12:00 pm

Please refer to the project timeline in this document for all important deadlines.

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### Attachments:

A - Sample Contract

B - Duck CT - Utility Service Agreement

C - Duck CT Phase 2 Amenities

D - Duck Court Park - Boundary Survey

E - 21-037.001 Topo-Tree ss 10-30-24

F - 21-037.001 - Permit Issued - 2025.04.11 - Approved Construction Documents



# 1. Introduction

## 1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, [Section 35.07](#), this electronic Invitation for Bid (“IFB”) is being issued to establish a Contract with one or more qualified Contractors who will provide Duck CT Phase 2 to the City of Port St. Lucie (hereinafter, “City”) as further described in this IFB.

A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City’s website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

## 1.2. Overview of the IFB Process

The objective of the IFB is to select one (1) or more qualified Contractor (as defined by Section 1 – “Purpose of Procurement”) to provide the goods and/or services outlined in this IFB to the City. This IFB process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor’s responses received prior to the closing date of this IFB and resolution of any Contract exceptions, the preliminary results of the IFB process will be publicly announced, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s)”. Please refer to Section 1 – “Purpose of Procurement” and Section 9 – “Evaluation and Award,” for information concerning the number of Contract awards expected.

## 1.3. Schedule of Events

The Schedule of Events set out herein represents the City’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the IFB will be publicly posted prior to the closing date of this IFB. After the close of the IFB, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

Release of IFB:	June 2, 2025
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Pre-Proposal Meeting (Non-Mandatory):	June 16, 2025, 9:00am  Port St. Lucie Community Center Conference Room (across the street from the city hall building) 2195 SE Airoso Blvd Room E, Port St. Lucie, FL 34984
Question Submission Deadline:	June 20, 2025, 12:00pm
Question Response Deadline:	June 24, 2025, 12:00pm
Response Submission Deadline:	July 2, 2025, 12:00pm

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

#### **1.4. Official Issuing Officer (Procuring Agent)**

Keith Stewart, Contracting Officer

kstewart@cityofpsl.com

#### **1.5. Definition of Terms**

Please review the following terms:

- Contractor(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” or “Offeror.”)
- City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this IFB.
- Immaterial Deviation – does not give the Contractor a substantial advantage over other Contractors.
- Material Deviation – gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.
- Procurement Management Division (“PMD”) – the City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

- Responsible – means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.
- Responsive – means the Contractor whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.
- Sourcing Platform – OpenGov.

Any special terms or words which are not identified in this IFB may be identified separately in one or more attachments to the IFB.

## **1.6. Contract Term**

The term of the contract(s) is two hundred ten (210) calendar days from from the execution date .

In the event that the Contract(s), if any, resulting from the award of this IFB shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this IFB states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

### **1.6.1 Hours of Service**

The standard hours of work allowed in the City's rights-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie Police Department (PSLPD). All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the PSLPD. All night work within the City's rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

## 2. Scope of Work

### 2.1. Scope of Work

- **On-Street Parking:** Install designated on-street parking to accommodate visitors and enhance overall accessibility.
- **Accessible Sidewalks:** Construct ADA-friendly sidewalks throughout the site to ensure safe and convenient access.
- **Seating and Shade:** Add benches and pergolas to create inviting areas for relaxation and community engagement.
- **3-Tier Water Fountain:** Install a multi-functional water fountain featuring tiers for dog access, ADA compliance, and standard usage.
- **Perimeter Fencing:** Install wood rail fencing around the property to enhance both security and aesthetic appeal.
- **Safety Bollards:** Install bollards strategically along sidewalks to prevent vehicle encroachment and protect park users.
- **Stabilized Staff Drive Access:** Create a stabilized drive to provide reliable access for FPL and Parks staff maintenance and emergency response.
- **Bike Racks:** Install secure bike racks to accommodate cyclists and promote sustainable, active transportation options.

### **3. Instructions to Contractors**

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

By submitting a response to the IFB, the Contractor is acknowledging that the Contractor:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

#### **3.1. General Information and Instructions**

##### **3.1.1 Familiarity with Laws and Regulations**

It is the responsibility of responding Contractors to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve it from Contract responsibility.

##### **3.1.2 Restrictions on Communicating with Staff/ Cone of Silence**

From the issue date of this IFB until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the IFB is officially canceled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this IFB, or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, [Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Contractor violating this provision. Further information on this topic can be found on the Cone of Silence and IFB Communication Document.

##### **3.1.3 Submitting Questions**

All questions concerning this IFB must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the IFB project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the

City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

### **3.1.4 Attending Bidders'/Offerors' Conference**

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in "Schedule of Events," of this IFB. Unless indicated otherwise, attendance is not mandatory, although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

### **3.1.5 The City's Right to Request Additional Information- Contractor's Responsibility**

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be notified and will be permitted approximately ten (10) business days to submit the information requested.

### **3.1.6 Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the IFB will not be considered. Contractor's response must be complete in all respects, as required in each section of this IFB.

### **3.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this IFB**. A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material

Deviation from the IFB requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

**NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. This includes the firm, employees, and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List, or Debarment List. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.**

### **3.1.8 The City's Right to Amend and/or Cancel the IFB**

The City reserves the right to amend this IFB. All revisions must be made in writing prior to the IFB closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this IFB will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the IFB known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the IFB (including any revisions/additions made in writing prior to the close of the IFB, whether or not such revision occurred prior to the time the Contractor submitted its response), unless expressly stated otherwise in the Contractor's response. THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED IFB AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE IFB. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 9.8 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this IFB at any time.**

### **3.1.9 Assigning of the Contract & Use of Subcontractors**

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

Each Contractor shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Contractor(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish

the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such a list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by the City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the City may, before the Notice of Intent Award is given, request apparent successful Contractor to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Contractor(s) declines to make any such substitution, the City may award the Contract to the next acceptable Contractor(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Contractor(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from performing work under the Contract at any time, with or without cause.

### **3.1.10 Proposal of Additional Services**

If a Contractor indicates an offer of services in addition to those required by and described in this IFB, these additional services may be added to the original Contract at the sole discretion of the City.

### **3.1.11 Protest Process**

Contractors should familiarize themselves with the procedures set forth in City Code of Ordinances, [Section 35.15](#). By submitting a response to this IFB, the Contractor certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

### **3.1.12 Costs for Preparing Responses**

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.



### **3.1.13 Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this IFB, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to [Chapter 119, Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned NOT to submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review [Chapter 119, Florida Statutes](#) for all updates before requesting exceptions from Chapter 119.

## **3.2. Submittal Instructions**

### **Submittal Instructions to Electronic Bidding System**

Listed below are key action items related to this IFB. The **Schedule of Events** Section identifies the dates and time for these key action items. This portion of the IFB provides high-level instructions regarding the process for reviewing the IFB, preparing a response to the IFB, and submitting a response to the IFB.

#### **3.2.1 IFB Released**

The release of the IFB is through the posting of this project in OpenGov, the City's electronic bidding system. Each Contractor interested in competing to win a Contract award must complete and submit a response to this IFB in OpenGov. Therefore, each Contractor MUST carefully review the submittal instructions.

#### **3.2.2 IFB Review**

The IFB 20250164 consists of the following: this document, entitled "Duck CT Phase 2," and any and all information included in the IFB, as posted to OpenGov, including any and all documents provided by the City as attachments to the IFB or links contained within the IFB or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

#### **3.2.3 Preparing a Response**

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided Cost Table to prepare your response. Enter your responses directly into the Cost Table. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the IFB as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the IFB specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Keith Stewart, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor’s response will be considered incomplete and disqualified from further consideration.

### **3.2.4 Reviewing, Revising, or Withdrawing a Submitted Response**

After the response has been submitted, the Contractor may view and/or revise its response by logging into OpenGov. Please take note of the following:

A. BID SUBMISSION. All bids shall be submitted by completing and uploading all required documents. All submittals are required to be electronic. No hard copies will be accepted.

- Cost Work Sheet **will be completed through Cost Table in OpenGov.**
- **Upload** files in the following order (Provided in Section 12-Vendor Submission Requirements and Attestations):

#### **1. Mandatory Forms:**

- 1.1 Contractor’s General Information Worksheet, and
- 1.2 E-Verify Form, and
- 1.3 Non-Collusion Affidavit, and

- 1.4 Supplier Location Certification (Local vendors only), and
- 1.5 Trench Safety (required in Construction Projects), and
- 1.6 Copy of W-9 (*Vendor to provide*), and
- 1.7 Copy of Certificate of Insurance (*Vendor to provide*), and
- 1.8 Copy of your licenses(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statutes, a copy of the certificate issues by the State of Florida (*Vendor to provide*), and
- 1.9 Copy of the bid bond as reflected in Section Bonds and/or Letter of Credit, Permits (*Vendor to provide*).

**2. Confirm electronically** the following forms (Provided in Section 12-Vendor Submission Requirements and Attestations Section):

- 2.1 Cone of Silence and Communication Document, and
- 2.2 Contractor's Code of Ethics, and
- 2.3 Drug Free Workplace, and
- 2.4 Affidavit of Nongovernment Entity Anti-Human Trafficking Laws, and
- 2.5 Vendor Scrutinized Companies List Certification, and

B. REVIEW AND REVISE. Contractors may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Contractor must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Contractor's response is no longer submitted. Contractor should make the changes required and promptly re-submit its response before the submission date and time.

C. WITHDRAW. Contractors may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Contractor must navigate to their submitted proposal via the City's electronic bidding system and then click "Unsubmit Response". In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

Add Item

## **4. General 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 this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the 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, and as may be amended from time to time, 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.

### **4.1. 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 arisen 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 the 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 lawsuits 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 the Contract.

### **4.2. Workers' Compensation Insurance & Employer's Liability**

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

#### **4.3. Commercial General Liability Insurance**

The Contractor/Vendor shall agree to procure and 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

#### **4.4. Additional Insured**

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for

the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include Contract 20250164 Duck CT Phase 2 ."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the 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. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

#### **4.5. Business Automobile Liability Insurance**

The Vendor 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 Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor 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 and non-contributory basis.

#### **4.6. Waiver of Subrogation**

By entering into this Contract, the Vendor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then the Vendor 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 Vendor enter into such a Contract on a pre-loss basis.

#### **4.7. Deductibles**

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

#### **4.8. Compliance**

It shall be the responsibility of the Consultant to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the

responsibility of the Consultant 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 the Consultant, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent contractor/subcontractor.

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

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

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

#### **4.9. Builder's Risk Insurance**

Contractor shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Contractor’s policy shall be written on an “ALL Risk” Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials, and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations, and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire; lightning; windstorm/and hail; theft (including theft of materials, whether or not attached to any structure); vandalism and malicious mischief; flood; earthquake; collapse; and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City.

The “ALL RISK” Builder’s Risk Insurance must also cover: soft costs, including additional advertising/promotional; additional license and permit fees; additional legal/accounting fees; insurance premiums, including builder’s risk; and architects’ and engineers’ fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

This policy must include insurance for the City of Port St. Lucie, Contractor, Subcontractors, Architect/Engineer, and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

Contractor has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, and self-insurance for coverages not required.

Contractor is responsible for all deductibles, including those for windstorms.

#### **4.10. Requirements for Insurance**

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the Additional Insured party, as identified herein. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates and endorsements are provided.



## 5. Bonds and/or Letter of Credit, Permits

### 5.1. Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of \$500 made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded as part of the Vendor Submission along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) days after the IFB Due Date as reflected above in the Schedule of Events. The responding Contractor's proposal will be considered non-Responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

Keith Stewart  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
Attn: Procurement Management Division

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the Contract.

### 5.2. Certification

#### Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which, when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Contractor's response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period subject to the Contractor's consent; and
4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor

understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

### **5.3. Payment and Performance Bonds**

By responding to this solicitation, the Contractor understands and agrees to the following:

1. The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in [section 255.05](#), Florida Statutes, and 2 CFR 200.326 in the amount equal to Contract Amount of the Contract price. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the Contract is approved by City Council or the City Manager (if within his or her threshold), but in any event, prior to the beginning of any Contract performance by the awarded Contractor. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.
2. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) calendar days after written notice to do so. In default thereof, the Contractor may be suspended as herein provided.

### **5.4. Permits**

The selected Contractor 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 to the requirements of said legislation. Permit fees can be found on the [City's Building Department Website](#). All permit fees shall be included in the Contract amount and paid by the successful Contractor(s).

## 6. IFB Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions Contractors may have available; rather, the Contractors shall propose to meet the City's needs as defined in this IFB. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-Responsive.

Unless requested otherwise, all responses must be provided in the format identified in the Section 3.2 - "Submittal Instructions." Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Contractor's response.

By submitting a bid, the Bidder acknowledges the detailed technical requirements and related services for this Sourcing Event.

### 6.1. IFB Introduction

All the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in their response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

### 6.2. Contractor's General Information

Each Contractor must complete all the requested information in the **Contractor's General Information Worksheet** in the Vendor Submission Requirements and Attestations Section.

### 6.3. Mandatory Requirements

As noted in the preceding section, this IFB contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Contractor in order to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this IFB document.

2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Cost Table.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 9 - "Evaluation and Award," of this IFB. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractors review all documents that are electronically attached to this IFB. Reviewing the documentation ensured that Contractors understand the full scope of the City's request.

#### **6.4. Additional Information**

Please access and review all the attachments provided by the City within the Project. If supplemental materials are requested by the City to be submitted by the Contractor as part of the technical proposal, the Contractor should upload these additional materials as directed by the City.

## 7. Cost Table

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
101-1	MOBILIZATION/GENERAL CONDITIONS/BONDS/MOT	1	LS		
102-1	MAINTENANCE OF TRAFFIC (MOT)	1	LS		
104-10-3	SEDIMENT BARRIER	709	LF		
104-15	SOILS TRACKING PREVENTION DEVICE	1	EA		
104-18	INLET PROTECTION SYSTEM	2	EA		
110-1	CLEARING & GRUBBING	0.68	AC		
105-016-004	UTILITY PIPE,REMOVE & DISPOSE,8-19.9"	32	LF		
<b>TOTAL</b>					

### ROADWAY AND PAVEMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
160-4	TYPE B STABILIZATION (12" THICK)	94	SY		
285-710	BASE GROUP 09 (LBR 100)(8" THICK)	91	SY		
337-7-82	SUPERPAVE ASPHALTIC CONC. TRAFFIC C (FC-9.5) (1.5" THICK)	91	SY		
526-1-1	PAVERS, ARCHITECTURAL, ROADWAY	42	SY		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>TOTAL</b>					

### DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
430-518-100	PIPE CULVERT, RCP, ELLIPTICAL 12"x 18"	133	LF		
430-982-125	MITERED END SECTION, OPTIONAL, ROUND, 18"	2	EA		
<b>TOTAL</b>					

### CONCRETE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
520-2-4	CONCRETE CURB & GUTTER, TYPE D	120	LF		
522-1	CONCRETE SIDEWALK/PADS , 4" THICK	217	SY		
527-2	DETECTABLE WARNINGS	10	SF		
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING, w/ GEOTEXTILE FABRIC	4	SY		
519-78	BOLLARDS	4	EA		
550-10-420	WOOD RAIL FENCING	139	LF		
<b>TOTAL</b>					

### LANDSCAPING - COMPLETE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
570-1-2	PERFORMANCE TURF, SOD	2,139	SY		
<b>TOTAL</b>					

### SIGNING & PAVEMENT MARKING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
700-1-11A	SINGLE POST SIGN, HANDICAP SIGN	1	EA		
711-11-121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	16	LF		
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	46	LF		
711-11-170	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	1	EA		
<b>TOTAL</b>					

### UTILITY EXTENSIONS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1050 41201	UTILITY PIPE,PVC, F&I, 1" WATER SERVICE	220	LF		
1080- 23100	UTILITY FIXTURE - TAPPING SADDLE & SERVICE - 6"	1	AS		
1080- 24106	UTILITY FIXTURE - VALVE ASSEMBLY, F&I, 6" WM	1	EA		
<b>TOTAL</b>					

### MISCELLANIOUS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ENVIRONMENTAL ASSESSMENT: GOPHER TORTOISE SURVEY	1	LS		
2	PERGOLAS: INCLUDE THE PROCUREMENT AND INSTALLATION OF TWO 12' X 10' ALUMINUM PERGOLAS AS PER ATTACHED SPECIFICATIONS, OR APPROVED EQUAL.	2	EA		
3	3-TIER WATER FOUNTAIN: INCLUDE THE PROCUREMENT AND INSTALLATION OF A 3-TIER WATER FOUNTAIN, AS PER ATTACHED SPECIFICATIONS, OR APPROVED EQUAL.	1	EA		
4	ROUND ADA PICNIC TABLE & BENCHES: INCLUDE THE PROCUREMENT AND INSTALLATION OF TWO ADA-COMPLIANT BENCHES, AS PER ATTACHED SPECIFICATIONS, OR APPROVED EQUAL.	2	EA		
5	BIKE RACKS: INCLUDE THE PROCUREMENT AND NSTALLATION OF THREE BIKE RACKS AS PER ATTACHED SPECIFICATIONS OR APPROVED EQUAL.	3	EA		
<b>TOTAL</b>					



## **8. Cost/Pricing**

### **8.1. General Pricing Rules**

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period; and
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the IFB, will be treated as non-Responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted in Cost Table, and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the IFB or Contract; and
8. Unless otherwise specified in any terms and conditions attached to the IFB, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
9. Unless expressly permitted by the IFB, responses containing provisions for late or interest charges cannot be awarded a Contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-Responsive, unless otherwise permitted by the IFB; and
11. Unless permitted by the IFB, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive.

### **8.2. Cost Structure and Additional Instructions**

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the IFB. Additional and/or alternative cost structures

will not be considered. Each Contractor is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested, may result in the rejection of the Contractor's response.

Enter all information directly into the Cost Table. Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., \$7.90 should be entered as 7.90). Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer.”

Complete the Cost Table, save and submit in the response section.

### **8.3. Payment by City's Visa Card Program**

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into the account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume a zero (0) percent discount applies.

### **8.4. Payment**

To ensure proper payment the awarded Contractor must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the IFB and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.

9. The City will only make payments on authorized transactions.
10. All invoices must be sent to: The Project Manager.

## 9. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the IFB as described further in section "Public Award Announcement" of this IFB.

### 9.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Response was submitted by the deadline.
2. Response is complete and contains all required documents.

### 9.2. Best Value Analysis - See City Code of Ordinances, Section 35.12.

The following criteria will be used to select the bid that will provide the best value to the City:

- Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;
- Ability to meet the minimum qualifications or requirements of the solicitation;
- Adherence to specifications, design, or the approach to the project or study, as applicable;
- The Bidder's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
- The Bidder's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;
- Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;
- Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
- Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;
- City Code of Ordinances, [Section 35.14](#), Local Preference in Purchasing or Contracting;

- The total cost of ownership of the products or services and their impact on the City's budget in future years.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

- Evaluate the pricing offered by the Bidder; consider lifecycle costing, depreciation, and service contracts.
- Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the Bidder may be able to provide the City:

- Value added may be an actual amount given to the City as a signing bonus.
- Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Bidder.

Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City's ethical standards may be considered when determining best value and may result in a Contractor not being awarded the project.

### **9.3. Evaluating Bid Factors**

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 6 - "IFB Bid Factors," will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is Material. A Material Deviation will be cause for rejection of the response. An Immaterial Deviation will be processed as if no deviation had occurred.

### **9.4. Evaluating Cost**

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

### **9.5. Selection and Award - Single Award**

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from all Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services to the City as contained

therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

### **Single Award**

Any Contract award resulting from IFB will be made to the Lowest Responsive and Responsible Contractor that meet all required specifications and with whom the City has reached agreement on all Contract items and conditions.

### **9.6. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)\***

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request

for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

1. Local Businesses which meet all the criteria for a Local Business as set forth in this section (City Code of Ordinances, Section 35.14), shall be given a preference in the amount of five percent (5%) of the total score of the Local Business.
2. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "Local Business."

#### **2. Limitations**

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Procurement Manual.
2. The provisions of this section shall not apply where prohibited by Federal or Florida law or where prohibited under the conditions of any grant.
3. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Procurement Manual.
4. The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.55, Florida Statutes.

5. The provisions of this section shall not apply to any procurement where the local nature of a business has been addressed through the scoring criteria.

**\* Please review [City Code of Ordinances, Section 35.14](#), for the full governing ordinance.**

### **9.7. Site Visits, Samples, and Oral Presentations**

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Contractor's name, bid number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

### **9.8. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, [Section 35.15](#), and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

## 10. Contract Terms and Conditions

The Contract that the City expects to award as a result of this IFB will be based upon the IFB, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which terms and conditions can be downloaded from Attachments Section listed as **Attachment A – Sample Contract**. The "successful Contractor's final response as accepted by the City," shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the IFB requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the City's contract terms and conditions prior to submitting a response to this IFB. Contractors should plan on the Contract terms and conditions contained in this IFB being included in any award as a result of this IFB. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the IFB and the potential resulting Contract.

### Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the IFB specifications and the Contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a Contract provision, the Contractor must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the IFB.

In the event the Contractor is selected for potential award, the Contractor will be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the Schedule of Events. Failure to resolve any Contractual issues will lead to rejection of the Contractor's response. The City reserves the right to proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the IFB may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.



This IFB and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the IFB not specifically addressed in an exception statement in the proposal and accepted in the Contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the IFB; the IFB shall be the ruling document over the Proposal response for all requirements in the IFB not specifically addressed in an exception statement in the proposal. Statement and requirements in the IFB shall rule over the Proposal document.

### **Order of Preference**

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Contractor attached thereto), the IFB (including any subsequent addenda and written responses to Bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

**(i)** First, by giving preference to the specific provisions of the executed Contract.

**(ii)** Second, by giving preference to the specific provisions of the IFB.

**(iii)** Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

## 11. List of IFB Documents

### 11.1. List of IFB Documents

The following documents make up this IFB. Please see Section 3 – “Instructions to Contractors” for instructions and Section 12 - "Vendor Submission Requirements and Attestations" on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. Attachment A - Sample Contract
2. Attachment B - Duck CT - Utility Agreement
3. Attachment C - Duck CT Phase 2 Amenities
4. Attachment D - Duck Court Park - Boundary Survey
5. Attachment E - 21-037.001 Topo Tree ss 10-30-2024
6. Attachment F - 21.037.001 Permit Issued 2025-04-11 Approved Construction Documents
7. Mandatory Documents - see requirements in Section 3 - "Instructions to Contractors," and the required attachments listed in Section 12 - "Vendor Submission Requirements and Attestations":
  - Contractor’s General Information Worksheet, and
  - E-Verify Form, and
  - Non-Collusion Affidavit, and
  - Supplier Location Certification (Local vendors Only), and
  - Trench Safety
  - Copy of W-9 (Vendor to provide), and
  - Copy of Certificate of Insurance (Vendor to provide), and
  - Copy of your license(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statutes, a copy of the certificate issues by the State of Florida (Vendor to provide), and
  - Copy of the bid bond as reflected in Section Bonds and/or Letter of Credit, Permits (Vendor to provide).

**Electronic confirmation** for the following forms:

- Cone of Silence and Communication Document, and

- Contractor's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws, and
- Vendor Scrutinized Companies List Certification, and

**\*\*Any documents indicated in Section 6.3 - "Mandatory Requirements," of this IFB must be uploaded into the project as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as Non-Responsive.**

## 12. Vendor Submission Requirements and Attestations

### 12.1. Mandatory Forms

#### *Contractor's General Information Worksheet\**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Please download the below documents, complete, and upload.

- [PSL- Contractor's General I...](#)

\*Response required

#### *E-Verify Form \**

Please download the below documents, complete, and upload.

- [E-Verify Form.pdf](#)

\*Response required

#### *Non-Collusion Affidavit \**

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit-fil...](#)

\*Response required

#### *Supplier Location Certification*

Please download the below documents, complete, and upload.

- [Supplier Location Certifica...](#)

#### *Trench Safety Act Compliance Statement*

Please download the below documents, complete, and upload.

- [Trench Safety Act Complianc...](#)

#### *Copy of W-9\**

\*Response required

*Copy of Certificate of Insurance \**

\*Response required

*Copy of Licenses or Certifications\**

\*Response required

*Copy of Bid Bond \**

\*Response required

## **12.2. Electronic Confirmation**

*Cone of Silence and Communication Document\**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

☐ Please confirm

\*Response required

*Contractor's Code of Ethics\**

The City of Port St Lucie (“City”), through its Procurement Management Division (“Procurement Management Division”) is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Division requires each vendor who seeks to do business with the City to subscribe to this Contractor’s Code of Ethics.

◆ A Contractor’s bid or proposal will be competitive, consistent and appropriate to the bid documents.

◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same Contract or similar City Contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.

◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.

- ◆ Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to, the following:
  - o Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - o Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - o Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Contractor Contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

☐ Please confirm

\*Response required

***Drug Free Workplace\****

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ Please confirm

\*Response required

***Affidavit of Nongovernment Entity Anti-Human Trafficking Laws\****

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

☐ Please confirm

\*Response required

### *Vendor Scrutinized Companies List Certification\**

Sections [287.135](#) and [215.473](#), Florida Statutes, prohibit Florida municipalities 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 to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

[https://www.sbafla.com/media/mqodaonn/2024\\_12\\_17\\_-israel-scrutinized-companies-list-for-web.pdf](https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf)

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, 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 (\$1,000,000) 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.

☐ Please confirm

\*Response required

*I certify that I have read, understood, and agreed to the terms outlined in this solicitation, including all Addenda, Notices, and the Question & Answer section.*

*Furthermore, I confirm that I am authorized to submit this response on behalf of my company.\**

☐ Please confirm

\*Response required



Invitation For Bid (IFB) #20250164  
Title: Duck CT Phase 2



CONSTRUCTION PLANS FOR

# DUCK COURT PARK IMPROVEMENT

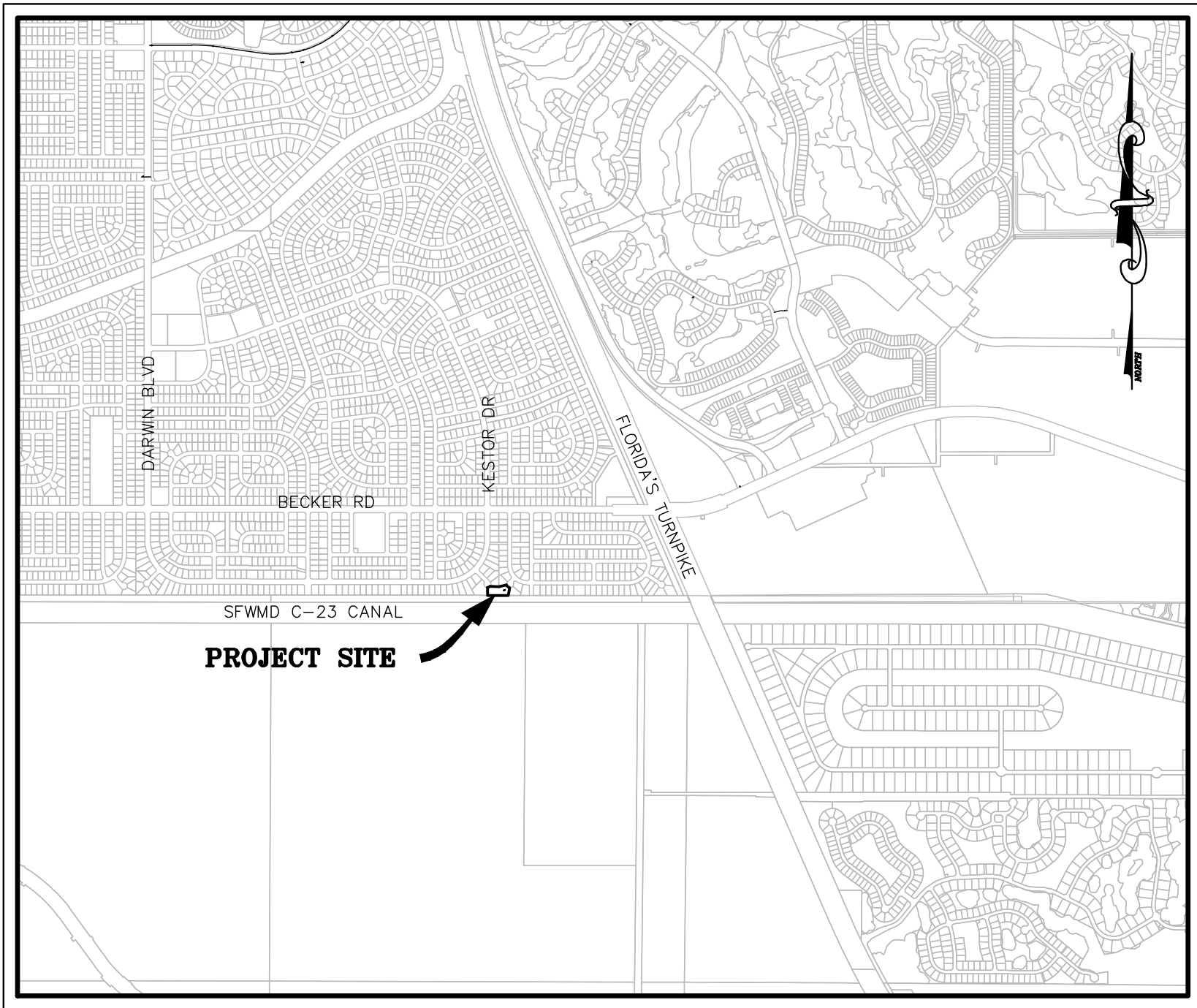
IN

SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST

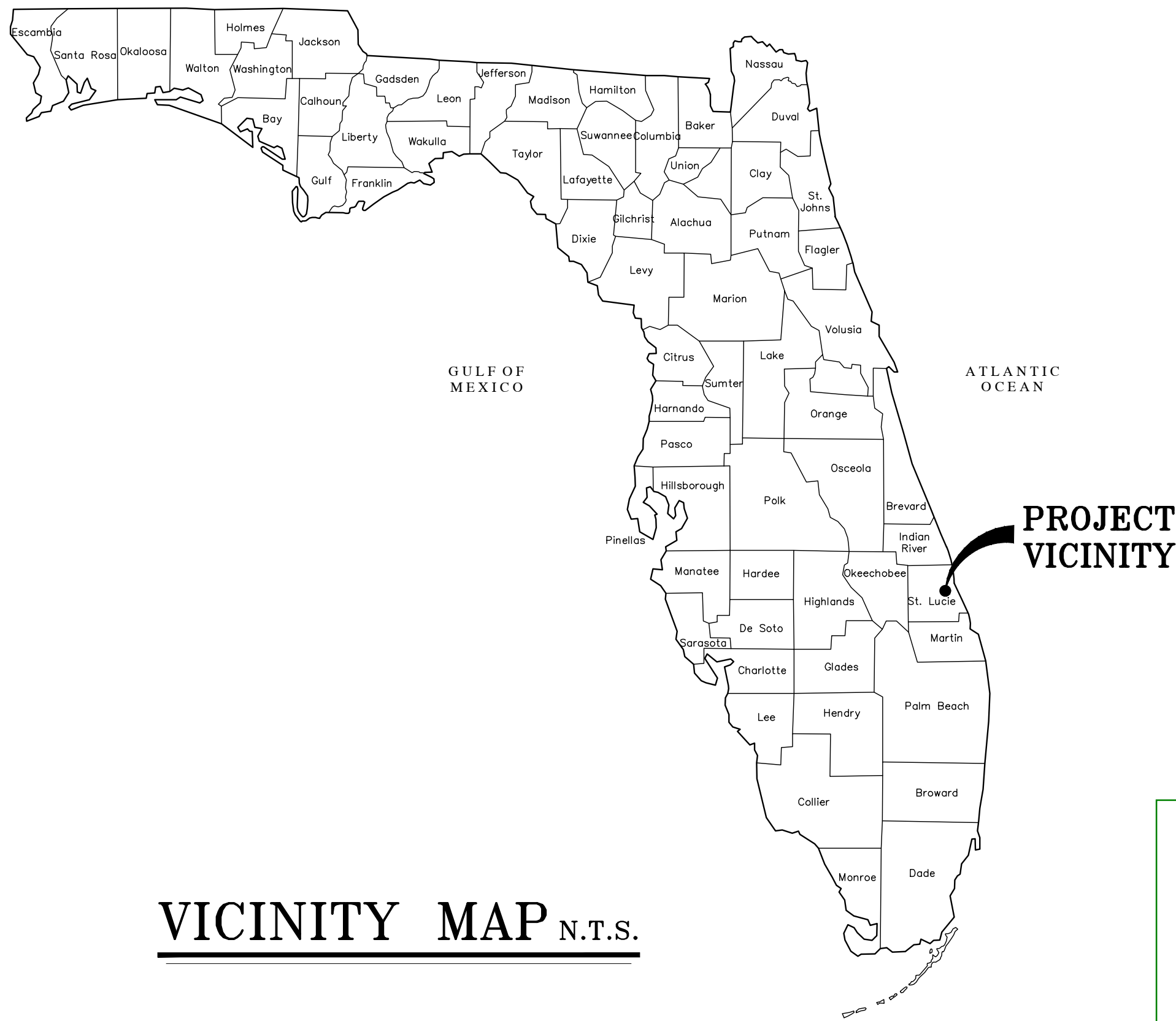
ST. LUCIE COUNTY, FLORIDA

PREPARED FOR

## CITY OF PORT ST. LUCIE



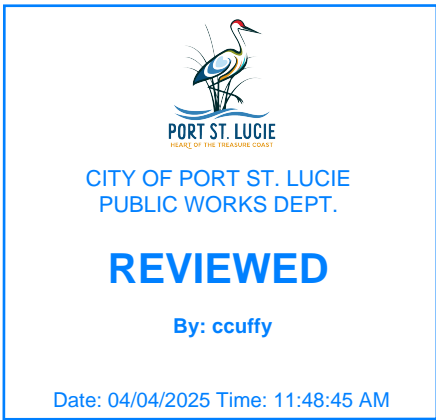
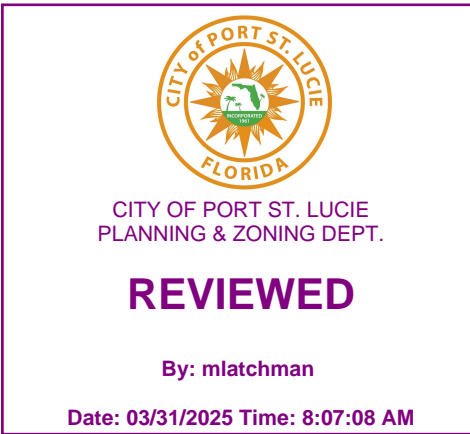
LOCATION MAP N.T.S.



VICINITY MAP N.T.S.

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	HORIZONTAL CONTROL & STRIPING PLAN
3	PAVING GRADING & UTILITY PLAN
4	SWPP PLAN
5	UTILITY, PAVING, GRADING & DRAINAGE DETAILS
6	SWPP DETAILS

LEGAL DESCRIPTION  
PORT ST. LUCIE SECTION 34--TRACT W (OR 441--1206)




REVISIONS	
SHEET NO.	DATE

100% CONSTRUCTION PLANS SUBMITTAL  
DATE: 2/14/2025

GENERAL NOTES

PORT ST. LUCIE ENGINEERING STANDARDS FOR LAND DEVELOPMENT: 2024  
PORT ST. LUCIE UTILITY SERVICE DISTRICT STANDARDS: 2024

The property owner, contractor, and authorized representatives shall provide pickup, removal, and disposal of litter within the project limits and shall be responsible for maintenance of the area from the edge of pavement to the property line within the City's right-of-way in accordance with City Code, Section 41.08 (g).



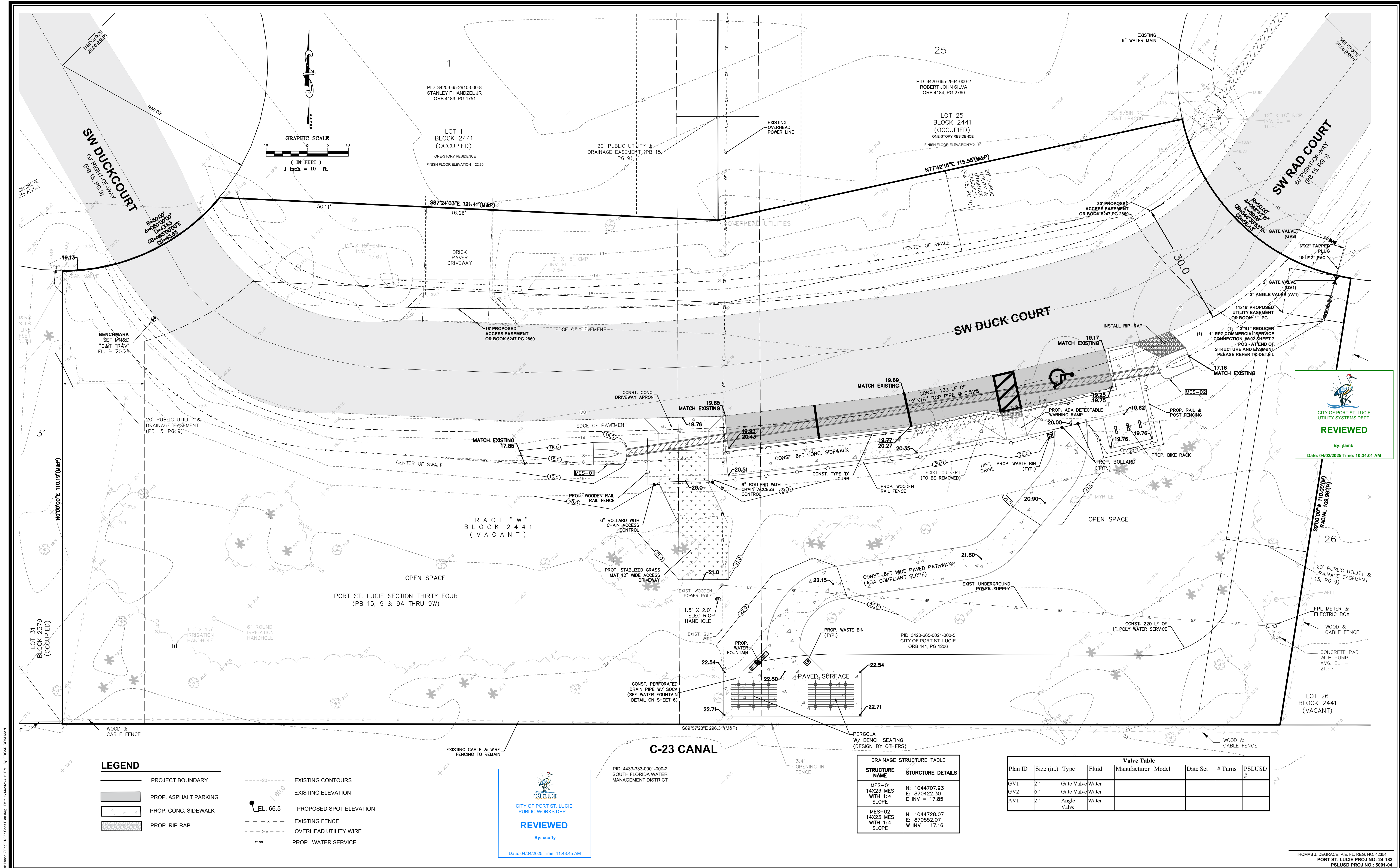
**CULPEPPER & TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • [www.ct-eng.com](http://www.ct-eng.com)  
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286



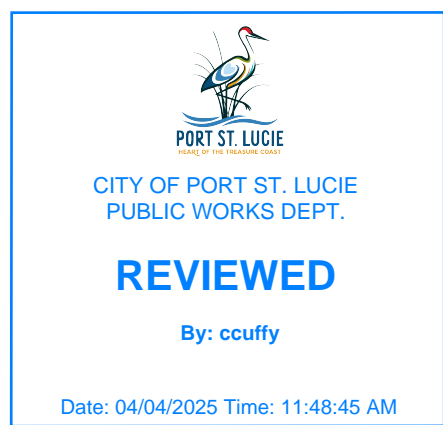






LEGEND

- PROJECT BOUNDARY
- PROPOSED ASPHALT PARKING
- PROPOSED CONC. SIDEWALK
- PROPOSED RIP-RAP
- EXISTING CONTOURS
- EXISTING ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING FENCE
- OVERHEAD UTILITY WIRE
- PROPOSED WATER SERVICE



DRAINAGE STRUCTURE TABLE	
STRUCTURE NAME	STRUCTURE DETAILS
MES-01 14X23 MES WITH 1:4 SLOPE	N: 1044707.93 E: 870422.30 E INV = 17.85
MES-02 14X23 MES WITH 1:4 SLOPE	N: 1044728.07 E: 870552.07 W INV = 17.16

Valve Table							
Plan ID	Size (in.)	Type	Fluid	Manufacturer	Model	Date Set	# Turns
GV1	2"	Gate Valve	Water				
GV2	6"	Gate Valve	Water				
AV1	2"	Angle Valve	Water				

REVISIONS

	BY	DATE
DESIGNED		
CALCS.		
DRAWN	KU	8/19/24
DETAILED		
CHECKED	TD	2/14/25
APPROVED	TD	10/29/24

BY	DATE
DESIGNED	
CALCS.	
DRAWN	KU 8/19/24
DETAILED	
CHECKED	TD 2/14/25
APPROVED	TD 10/29/24

DUCK COURT PARK IMPROVEMENT  
PAVING GRADING & UTILITY PLAN

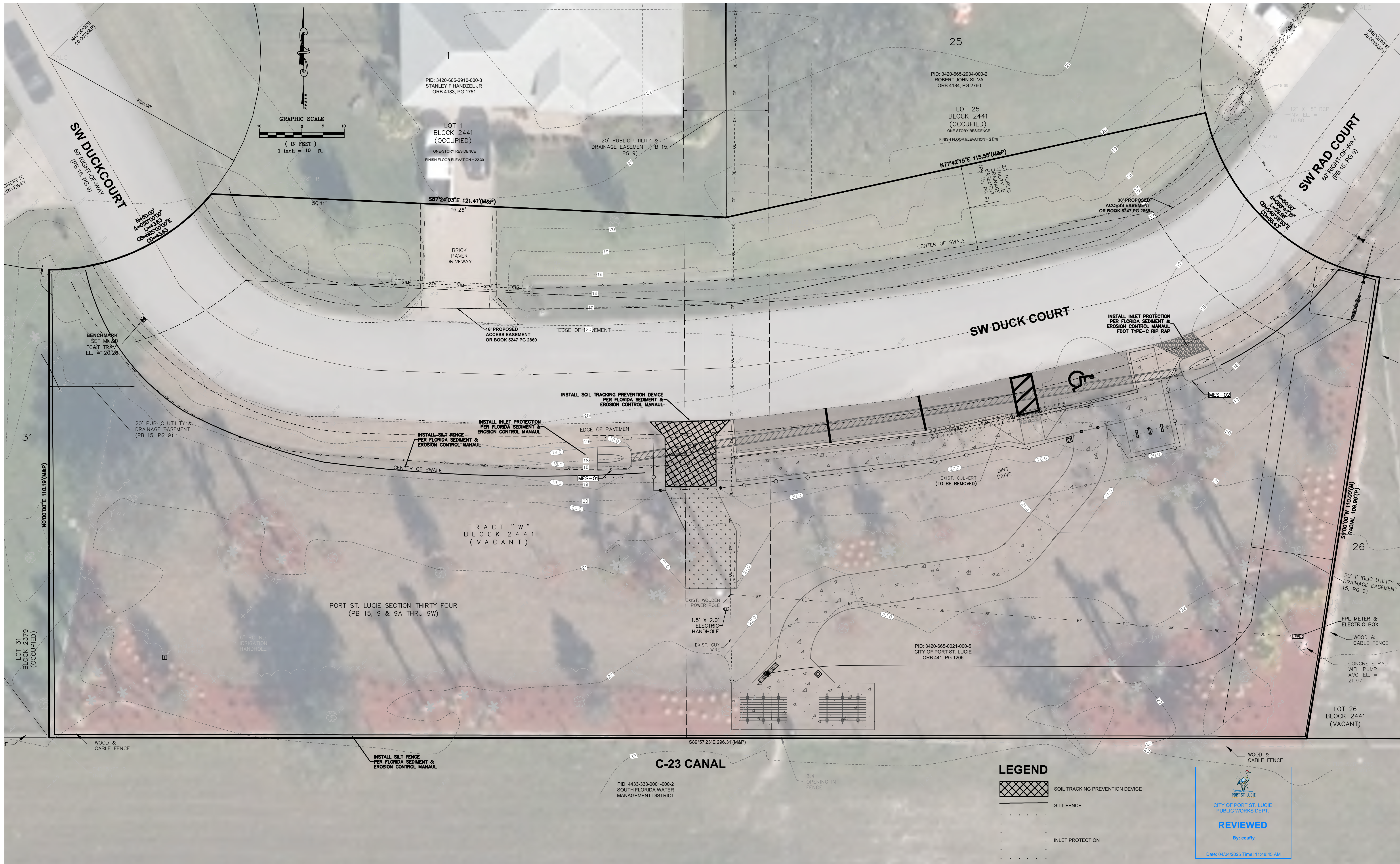
DATE: 2/14/2025  
HORIZ. SCALE: 1"=10'  
VERT. SCALE: N/A  
JOB No. 21-037  
SHEET 3 of 6

NOTES:  
1) ALL ELEVATIONS AND  
BENCHMARKS SHOWN  
HEREON ARE RELATIVE  
TO THE NORTH  
AMERICAN VERTICAL  
DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.

**CULPEPPER & TERPENING INC**  
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286





P:\Pkg\2021\21-037\01 CPSS - Duck Court Park Phase 2\Eng\1-037 Cover Plan.dwg Date: 2/14/2025 4:18 PM By: EOGAR COMPANY

NOTES:  
1) ALL ELEVATIONS AND  
BENCHMARKS SHOWN  
HEREON ARE RELATIVE  
TO THE NORTH  
AMERICAN VERTICAL  
DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.



**CULPEPPER &  
TERPENING INC**  
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
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STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286

- REVISIONS -		BY	DATE

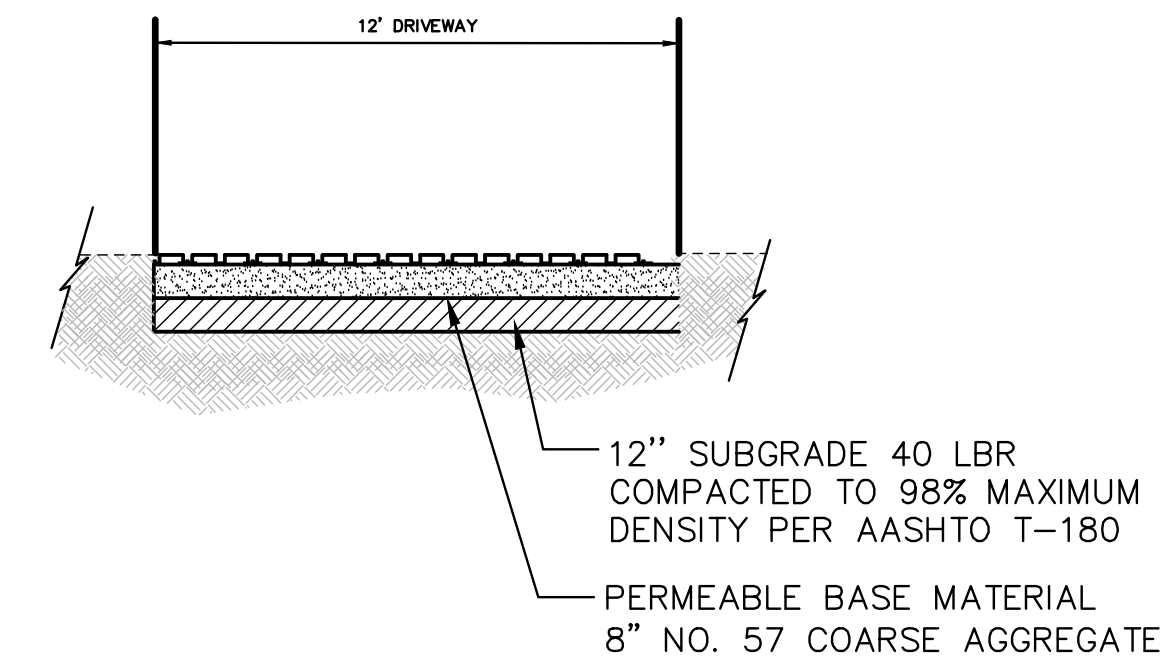
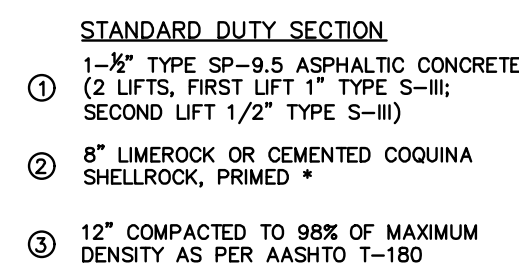
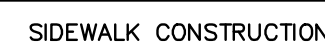
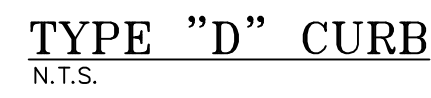
	BY	DATE
DESIGNED		
CALCS.		
DRAWN	KU	9/6/24
DETAILED		
CHECKED	TD	2/14/25
APPROVED	TD	10/29/24

DUCK COURT PARK IMPROVEMENT

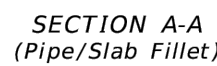
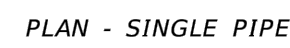
SWPP PLAN

DATE: 2/14/2025  
HORIZ. SCALE: 1"=10'  
VERT. SCALE: N/A  
JOB No. 21-037  
SHEET 4 of 6



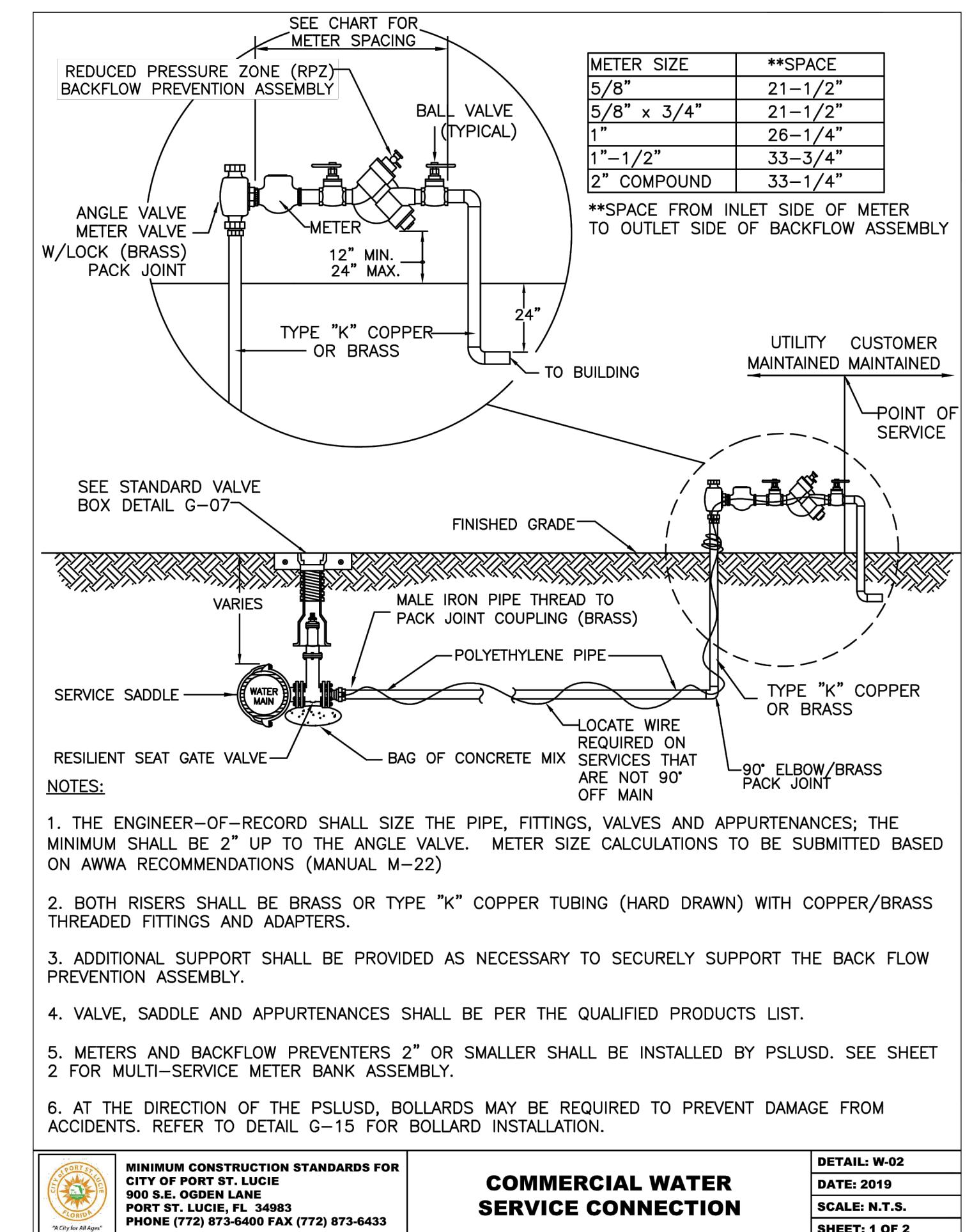
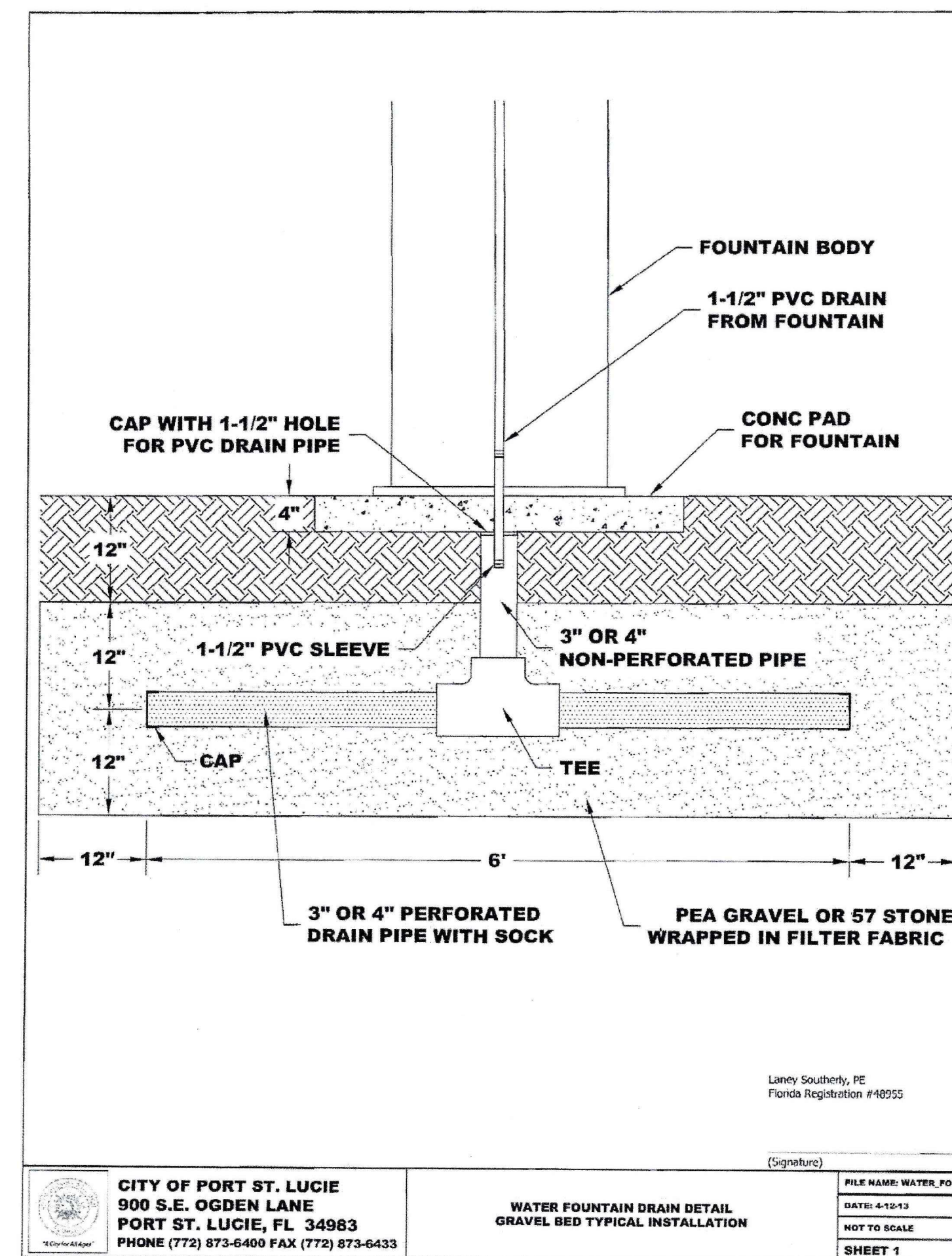


STABILIZED ACCESS DETAIL  
N.T.S.



= ROUND CONCRETE PIPE  
(Elliptical Pipe Similar)

### SINGLE AND MULTIPLE CONCRETE PIPE

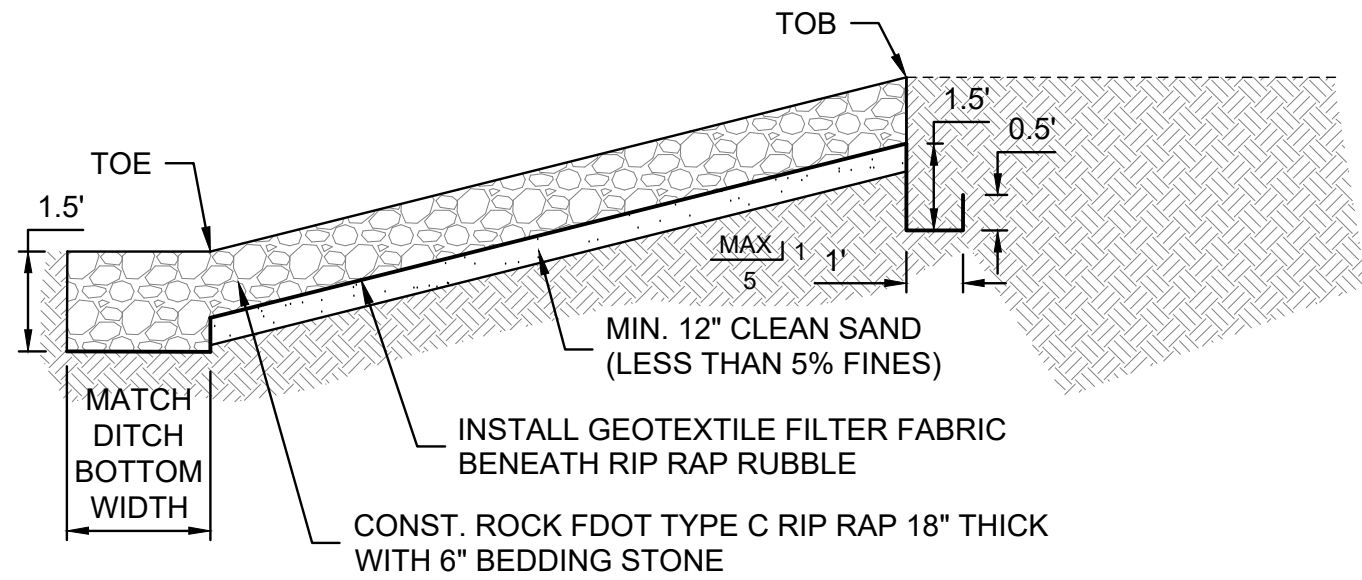




Section 1	Project Name and location information:	Duck Court Park Improvement
Section 2	Describe the nature of the construction activity:	Duck Court Park Improvement
Section 3	Describe the intended sequence of major soil disturbing activities:	Site clearing and grubbing, embankment placing and leveling, grading, paving and stabilization
Section 4	Total area of the site:	0.89 Acres
Section 5	Total area of the site to be disturbed:	0.60 Acres
Section 6	Existing data describing the soil or quality of any stormwater discharge from the site:	The existing soils are Lawwood and Myakka Sands, and Pendavis-urban land complex.
Section 7	Estimate the drainage area size for each discharge point:	The site has one outfalls. Each accounting for approximately 1 acre of drainage and discharging to backbone stormwater for the SFWMD Canal 23 to the immediate south of the site.
Section 8	Latitude and longitude of each discharge point and identify the receiving water or MSA for each discharge point:	LAT: 27° 12' 20.51" N LONG: 80° 20' 23.92" W
Section 9	Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP, and any subsequent amendments.  • Prior to clearing, a silt fence (trenched 6 inches deep and backfilled on the uphill side), may be installed as required. Floating turbidity barrier will be installed to the limits of soil disturbance along the shoreline. • Disturbed portions of the site where construction activities have permanently ceased shall be stabilized with sod or other permanent stabilization methods no later than 7 days after the last construction activity. • All installation shall be commenced as depicted on the attached site map and installation "typicals". • Sedimentation basins have been designed to treat stormwater runoff.	
Section 10	Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservation, etc.  • Grassing or mulch shall be used to stabilize all disturbed areas.	
Section 11	Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.  • Silt fence is being proposed at this time as the erosion control will be addressed by installing turbidity barriers upstream of the outfall pump in the locations indicated on the erosion control plan. The contractor may elect to install silt fence in localized areas of concern during the course of the project. • All runoff will be directed to existing storm water detention facilities.	
Section 12	Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.  • Sedimentation basins are proposed as runoff will be directed to permanent surface water management system.	
Section 13	Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.  • The Project stormwater system that will accept any runoff from the disturbed areas is completed and operational.	
Section 14	Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be burned on site.  The property owner, contractor, and authorized representatives shall provide pickup, removal, and disposal of litter within the project limits and shall be responsible for maintenance of the area from the edge of pavement to the property line within the City's right-of-way in accordance with City Code, Section 41.08 (g).
Section 15	Offsite vehicle tracking from construction entrances/exits:	Off-site vehicle tracking of sediments and dust generation will be minimized via a rock construction entrance, street sweeping and the use of water to keep dust down.
Section 16	The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	Florida-friendly fertilizers and pesticides will be used at a minimum and in accordance with the manufacturer's suggested application rates.
Section 17	The storage, application, generation and migration of all toxic substances:	All paints and other chemicals will be stored in a locked covered shed.
Section 18	Other:	Port-o-lets will be placed away from storm sewer systems, storm inlet(s), surface waters and wetlands. No vehicle maintenance shall be conducted on-site. A washdown area shall be designated at all times and will not be located in any area that will allow for the discharge of polluted runoff.
Section 19	Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure  Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent: • Silt fence shall be inspected at least weekly. Any required repairs shall be made immediately. Sediment deposits shall be removed when they reach approximately one-half the height of the barrier. • Maintenance shall be performed on the rock entrance when any void spaces are full of sediment. • Inlet(s)/outfalls shall be inspected immediately after each rain event and any required repairs. Inspections: Describe the inspection and inspection documentation procedures, as required by the FDEP NPDES Generic Permit for Stormwater Discharge. • Qualified personnel will inspect all points of discharges, all disturbed areas of construction that have not been stabilized, disturbed areas and locations where vehicles enter and exit the site, and all BMPs at least once every 7 calendar days and within 24 hours of the end of a rainfall event that is 0.5 inches or greater. Where sites have been finally stabilized, said inspections shall be conducted at least once every month until the Notice of Termination is filed.	
Section 20		

Section 21	Identify and describe all sources of non-stormwater discharges as allowed by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.  • It is expected that no non-stormwater discharges will occur from the site during construction period.	
Section 22	All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following:  "I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."	

Name	Title	Company Name, Address and Phone Number	Date



RIP-RAP DETAIL  
N.T.S.

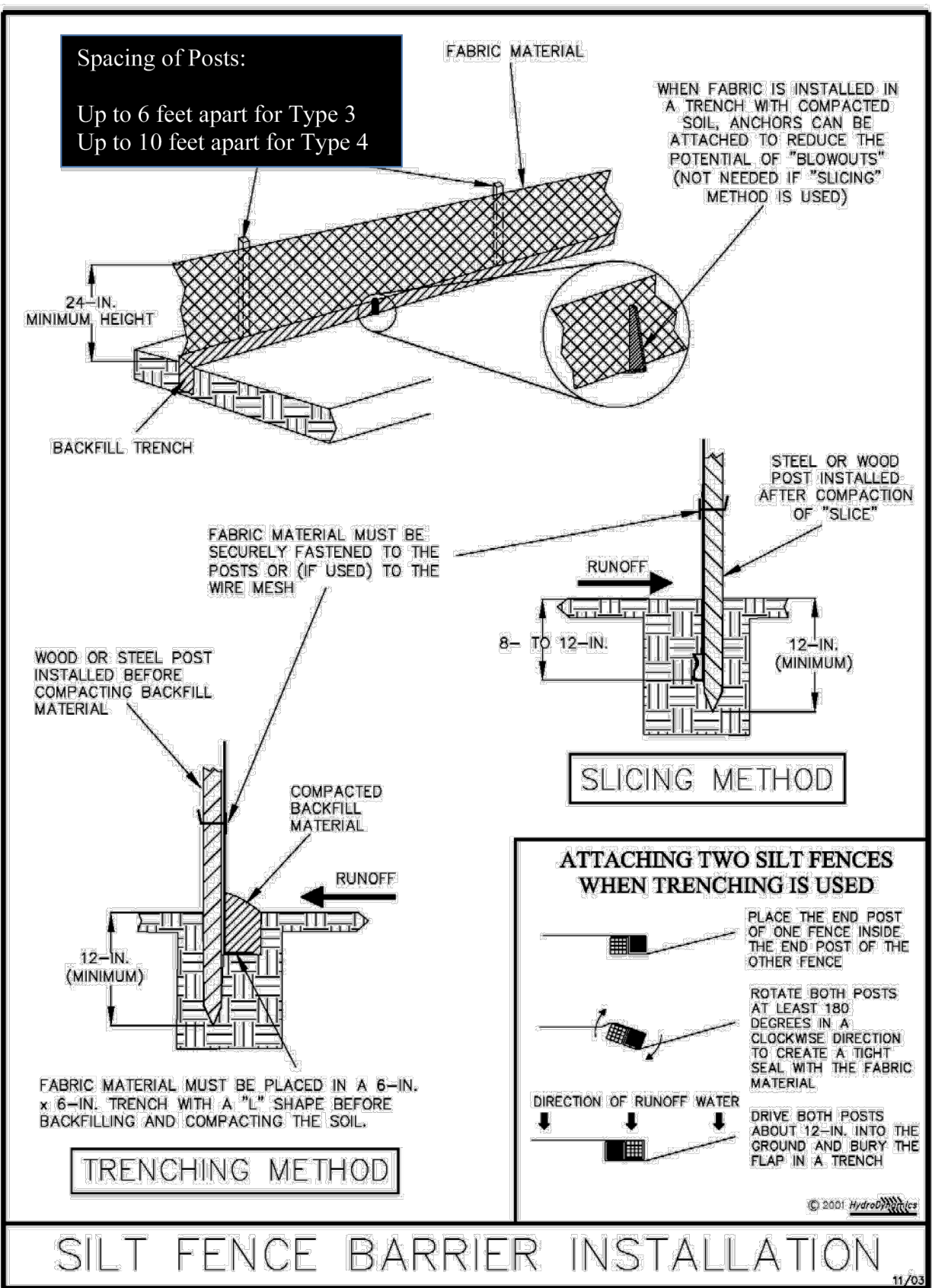


Figure V-2: Illustration of a Silt Fence Barrier

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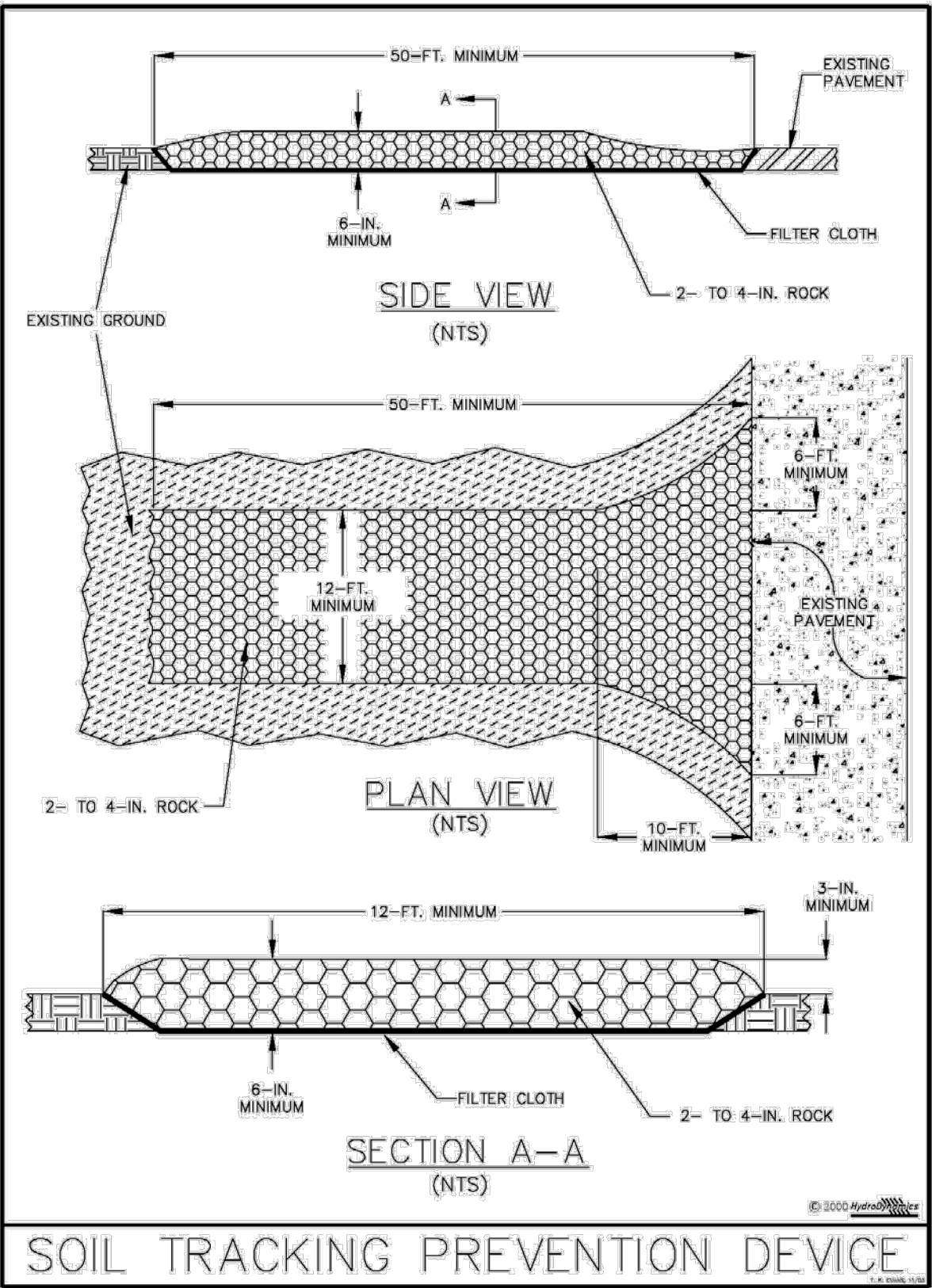


Figure V-19: Illustration of a Soil Tracking Prevention Device

Permission is given by HydroDynamics Incorporated to copy and reproduce this detail

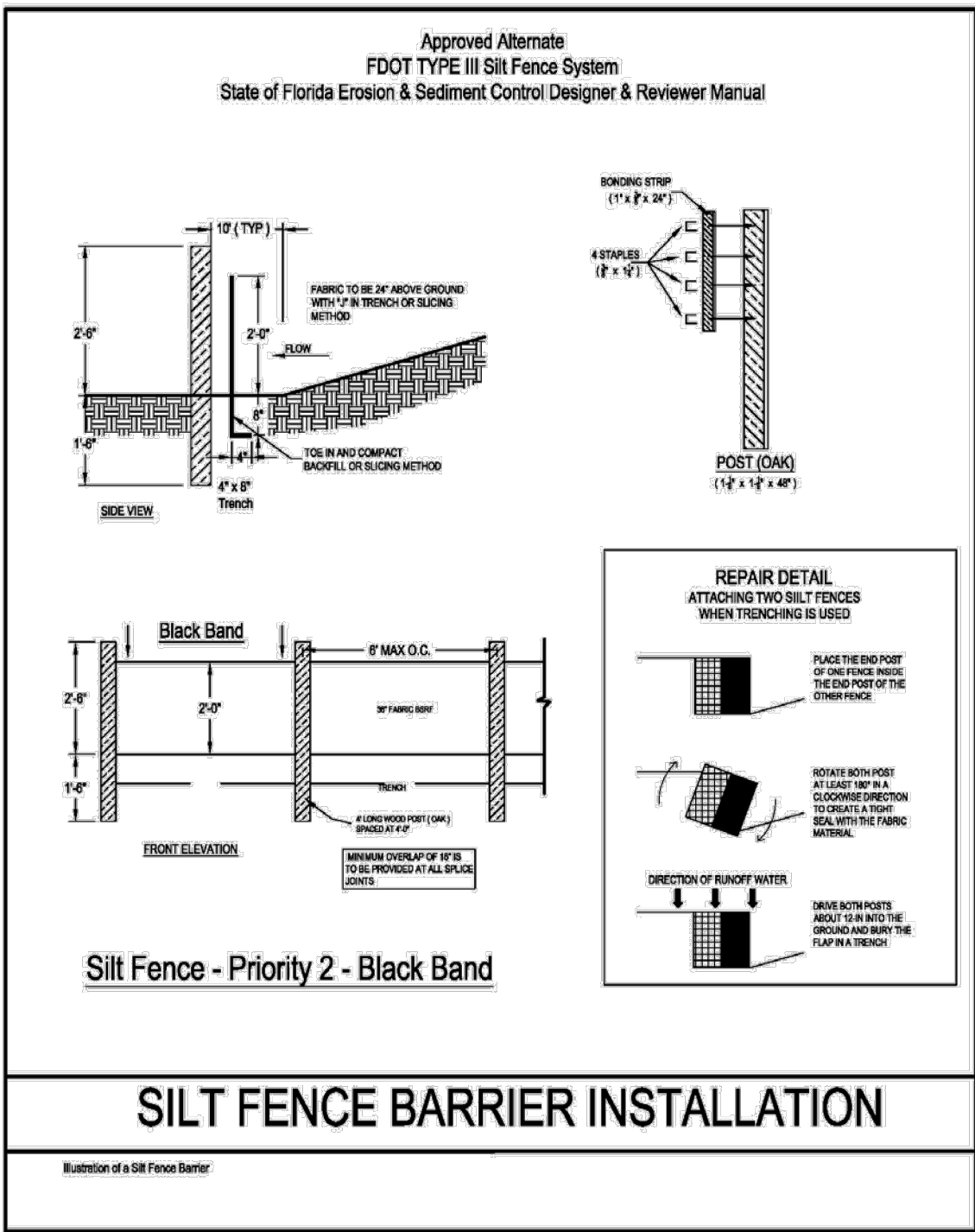
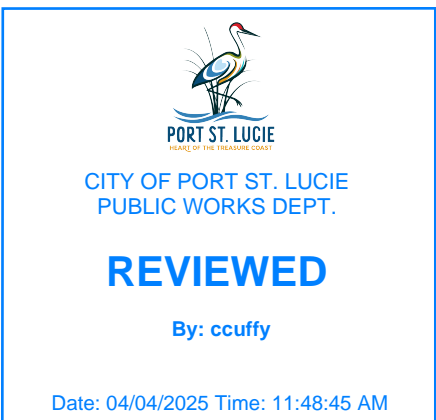



Figure V-3: Illustration of Silt Fence Priority 2 – Black Band



NOTES:  
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

COMPUTER FILE REF.	FIELD BK./PG.



**CULPEPPER & TERPENING INC**  
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9487 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

- R E V I S I O N S -		BY	DATE
1.			
2.			
3.			
4.			
5.			
6.			

DESIGNED	BY	DATE
CALCS.		
DRAWN	KU	8/19/24
DETAILED		
CHECKED	TD	2/14/25
APPROVED	TD	10/29/24

DUCK COURT PARK IMPROVEMENT

SWPP DETAILS



# TOPOGRAPHIC AND TREE SURVEY OF DUCK COURT PARK PHASE 2

PREPARED FOR

## CITY OF PORT ST. LUCIE

LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY, FLORIDA

### LEGAL DESCRIPTION:

TRACT "W", BLOCK 2441, PORT ST. LUCIE SECTION THIRTY FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 9, 9A THROUGH 9W, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, CONTAINING 0.89 ACRES MORE OR LESS

### SITE ADDRESS

(NOT ASSIGNED. TO BE DETERMINED.)

### SURVEYORS NOTES

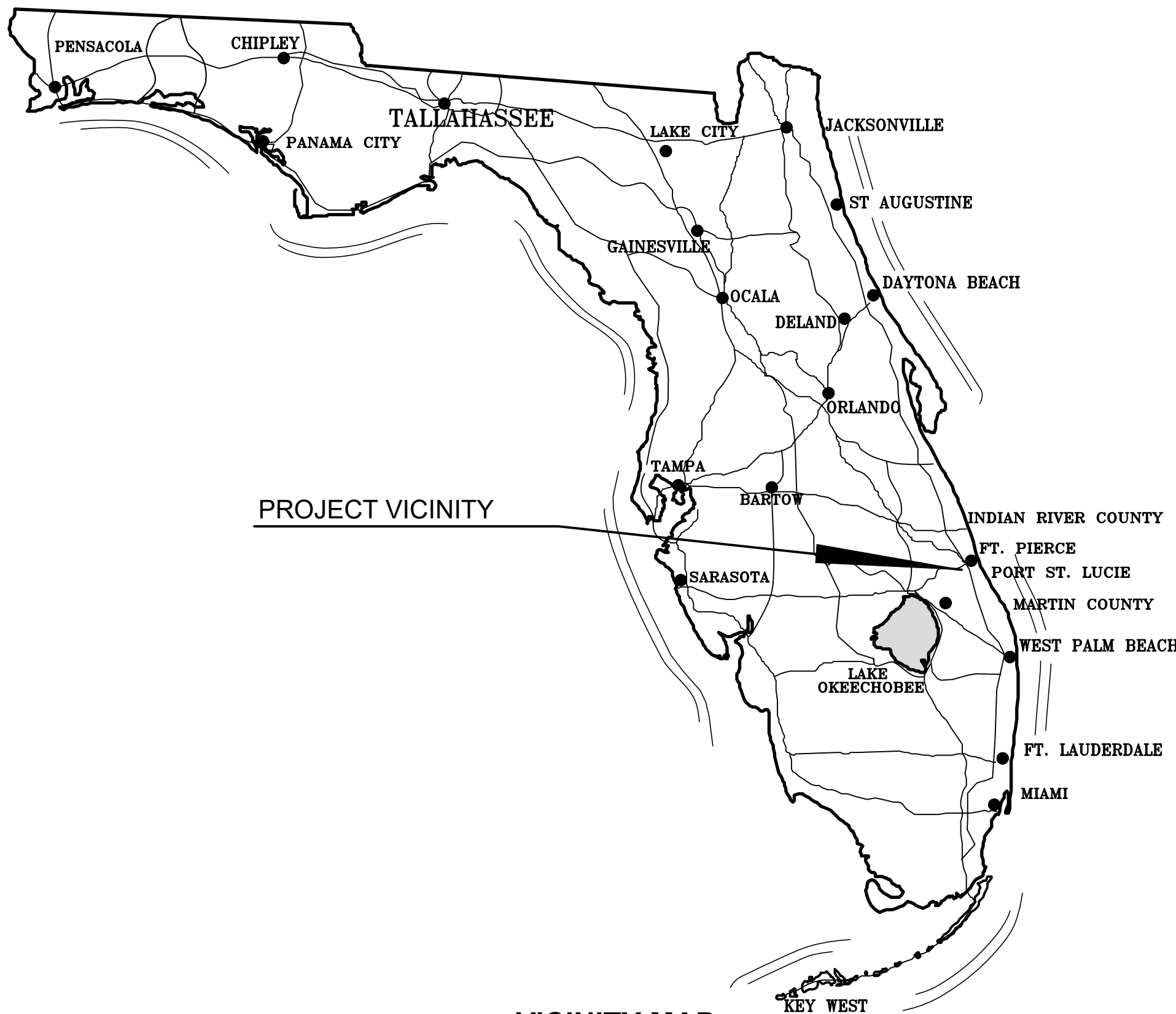
1. THE LAST DATE OF DATA ACQUISITION WAS AUGUST 14, 2024
2. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011). THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF SW DUCK COURT, AS SHOWN, HAVING A BEARING OF SOUTH 45°00'00" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY SLC BENCHMARK D-401, HAVING A PUBLISHED ELEVATION OF 23.523'.
7. THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLAN COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011 ADJUSTMENT), AS ESTABLISHED USING FLORIDA DEPARTMENT OF TRANSPORTATION FPRN.
8. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
9. OVERALL PARCEL CONTAINS 0.89± ACRES, MORE OR LESS.
10. FOUNDATIONS AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
11. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
12. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
13. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY WAS PROVIDED BY THE CLIENT OR THE CLIENTS REPRESENTATIVE.
14. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS TO LOCATE AND MAP THE TOPOGRAPHY AND TREES, AS DEFINED IN THE CITY OF PORT SAINT LUCIE TREE PRESERVATION CODE, IN SUPPORT OF THE PARK DESIGN PROJECT.
15. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR AN EXPECTED HORIZONTAL ACCURACY OF 0.10'.
16. NO JURISDICTIONAL OR WETLANDS WERE DETERMINED OR LOCATED AS PART OF THIS SURVEY.
17. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN AREAS HAVING FLOOD ZONE DESIGNATIONS OF "X" AS SHOWN ON FLOOD RATE MAP NUMBER 12111C0405 K, MAP REVISED 2/19/2020, ST. LUCIE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAPS FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
18. SUBMITTAL TO A JURISDICTIONAL AGENCY MAY REQUIRE ADDITIONAL FIELD AND/OR OFFICE WORK.
19. REFERENCE IS MADE TO A BOUNDARY SURVEY PREPARED BY EDC, DATED AUGUST 30, 2022, PROJECT #22-357. BOUNDARY SURVEY WAS PROVIDED TO THIS OFFICE BY THE OWNER/CLIENT.

### CERTIFICATION

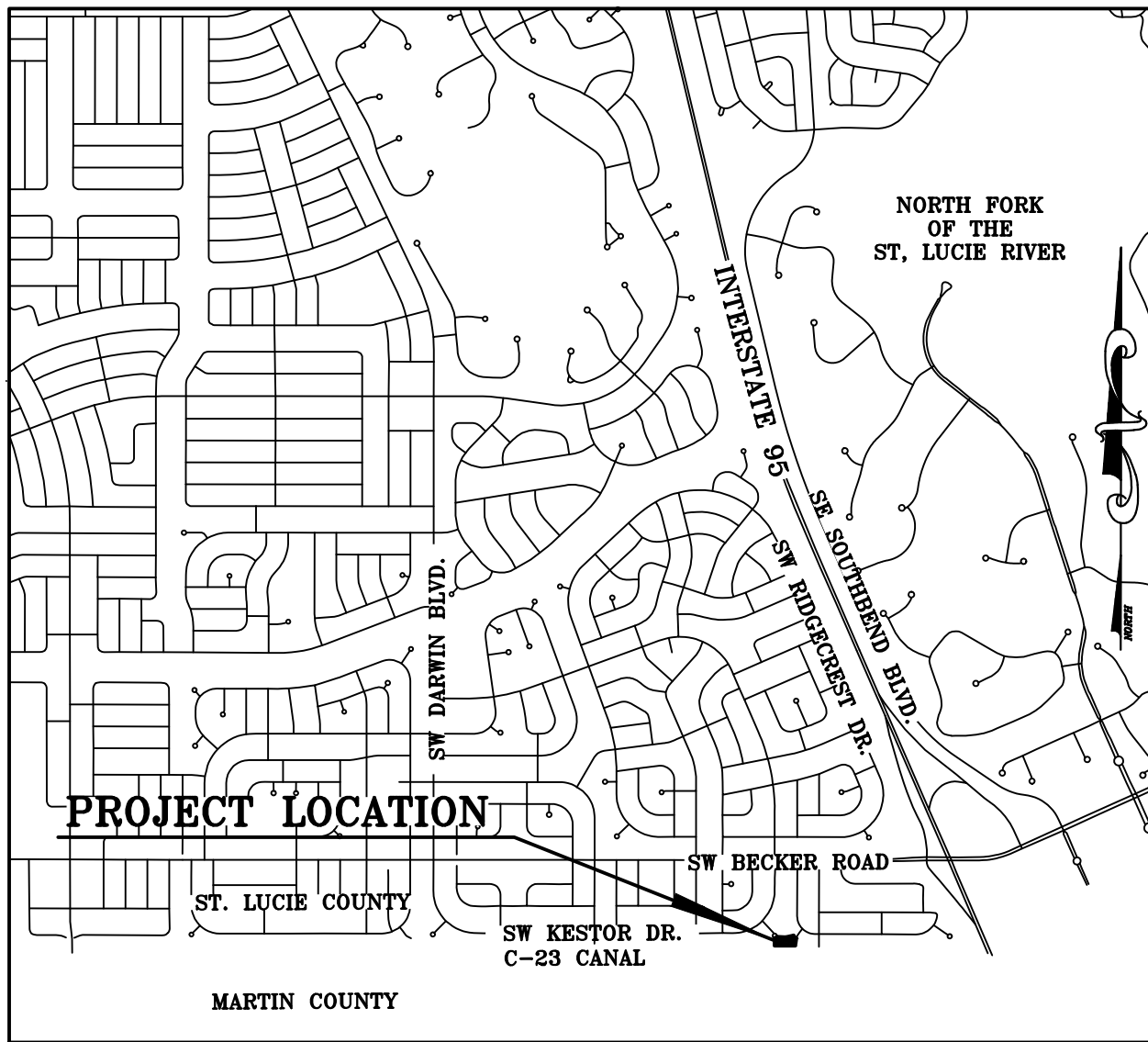
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEVE THIS IS TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON AUGUST 14, 2024. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPER, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THOMAS P. KIERNAN  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE



VICINITY MAP  
NOT TO SCALE



LOCATION MAP  
(INTENDED DISPLAY SCALE: 1"=2500')

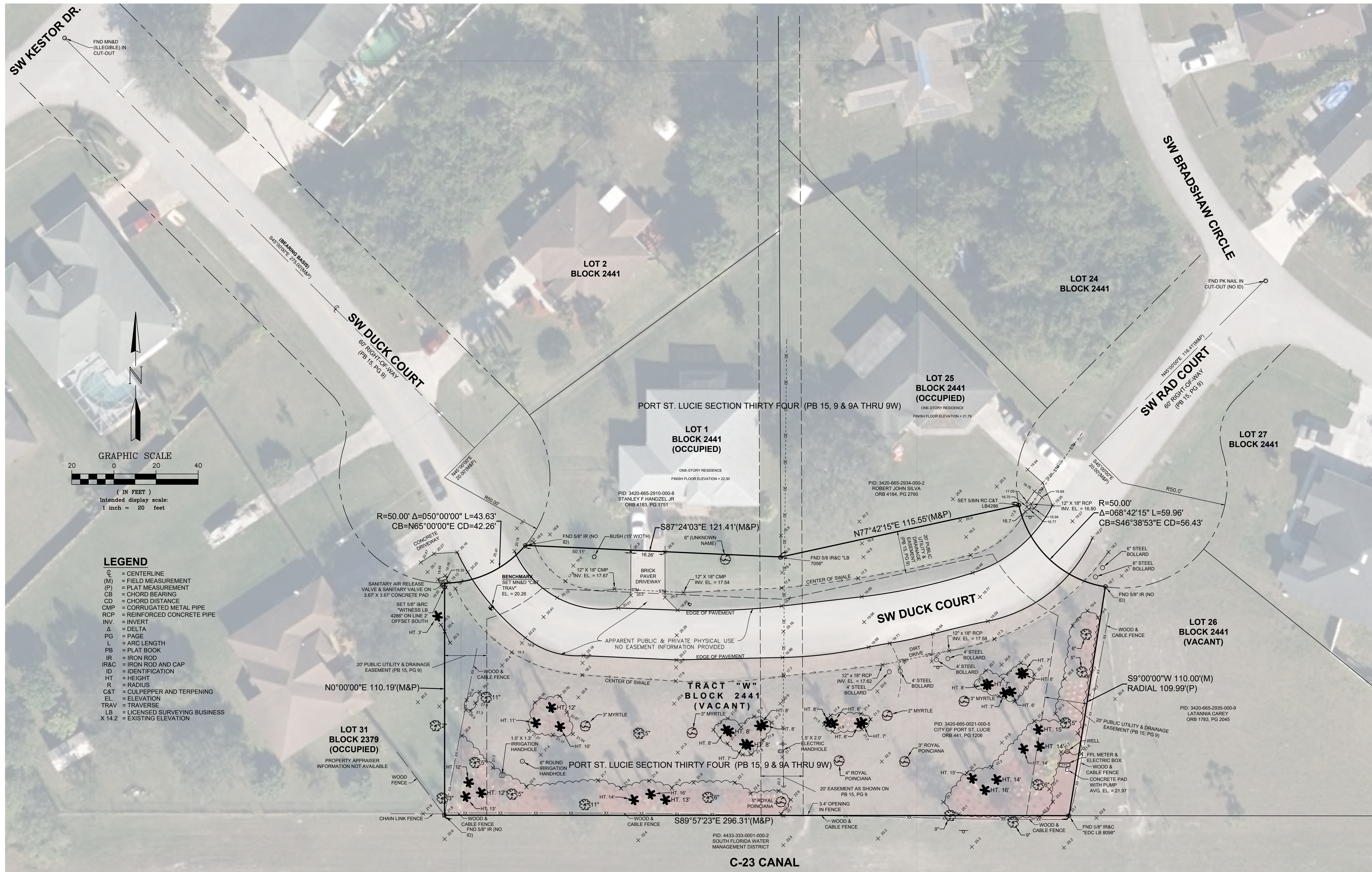
### PREPARED BY CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS  
2980 SOUTH 25th STREET  
FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 | FAX 772-464-9497  
www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286





P:\Proj-2021\21-037.001 Boundary Topo Tree.dwg Plotted: 10/30/2024 10:27 AM By: JONATHAN JONES



GRAPHICS

COMPUTER FILE REF.	FIELD BK./PG.
SEE PLOT STAMP AT LEFT	

**CULPEPPER & TERPENING INC**  
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ENGINEERS AUTHORIZATION NO. 4286

- REVISIONS -			BY	DATE

	BY	DATE
FIELD	SG	8-14-24
CALCS.		
DRAWN	JHY	8-23-24
DETAILED		
CHECKED	JDJ	
APPROVED	TPK	

**TOPOGRAPHIC AND TREE  
SURVEY**  
PREPARED FOR  
**CITY OF PORT ST. LUCIE**

DATE:
HORIZ. SCALE: 1"=20'
VERT. SCALE: NONE
JOB No. 21-037.001
SHEET 2 of 2





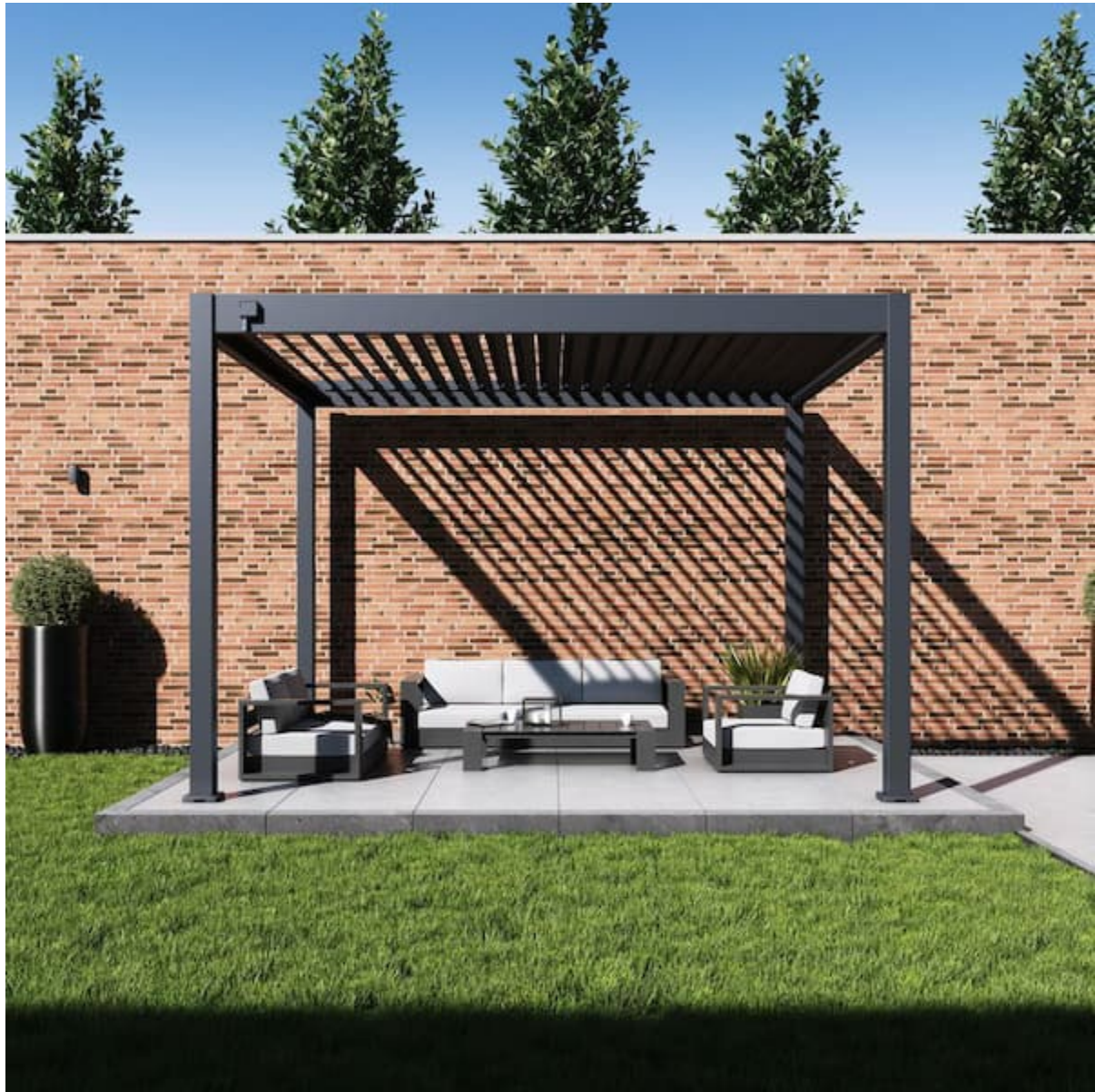
**5 Bike Wave Rack - Stainless Steel (1-7/8" O.D.) Item #593-3001 x3**



**46-in. Round ADA Picnic Table Item #543-6011 x2**



**Grand Tuscan 10 ft. x 12 ft. Slate Gray Aluminum Louvered Pergola x2**



**Doggy & Me Fountain - ADA & Standard Base Item #513-1016 x1**



Prepared By and return to:  
Port St. Lucie Utility Systems Dept.  
121 SW Port St Lucie Boulevard  
Building B, 2<sup>nd</sup> Floor  
Port St. Lucie, FL 34983

## **UTILITY SERVICE AGREEMENT**

Project Name: Duck Park

Property Owner &  
Principal Address: City of Port St Lucie  
2195 SE Airoso Blvd  
Port St. Lucie, FL 34984

Billing Address: City of Port St Lucie  
2195 SE Airoso Blvd  
Port St. Lucie, FL 34984

Contact Name: Mike Kendrick

Contact Phone No.: 772-871-5260  
Contact Email: mkendrick@cityofpsl.com

Attachments:

Exhibit A – Legal Description  
Exhibit B - Property Map

**THIS UTILITY SERVICE AGREEMENT (“Agreement”)** is made by and between the **CITY OF PORT ST. LUCIE, a Florida Municipal Corporation (“CITY”)**, and **CITY OF PORT ST LUCIE (“APPLICANT”)**.

### ***RECITALS***

**WHEREAS**, the CITY owns, operates and maintains public water and wastewater utility systems through the City Council’s establishment and creation of the Port St. Lucie Utility Systems Department (“PSLUSD”); and

**WHEREAS**, the APPLICANT is the record fee simple owner of certain lands (the “Property”) located within CITY’S utility service area in St. Lucie County, Florida, the legal description of which together with a Property Map are attached hereto and incorporated herein as Exhibits “A” and “B,” respectively; and

**WHEREAS**, the APPLICANT is planning to develop the Property as a City Park with one single water fountain, which is identified as Duck Park (“Project”); and

**WHEREAS**, the APPLICANT desires to procure water and/or wastewater services and reserve plant capacity from the CITY for the proposed Project that is to be developed on the Property; and



**WHEREAS**, the parties desire to enter into this Agreement, setting forth the mutual understandings and undertakings regarding CITY'S supply of utility services to APPLICANT for the Project.

**WITNESSETH**

**NOW THEREFORE**, in consideration of the foregoing premises, the undertakings and mutual agreements herein contained and assumed, and other good and valuable consideration, the parties hereby covenant and agree as follows:

- 1. Recitals** – The foregoing recitations are true and correct and are incorporated herein by reference.
- 2. Project** – The APPLICANT shall accept and use CITY'S utility services by connecting to CITY'S existing water distribution and/or wastewater collection lines, which the APPLICANT, its Engineer of Record ("EOR"), and CITY have determined are required to serve the Project. The APPLICANT, at APPLICANT'S sole cost and expense, shall design, construct and install all necessary water distribution and/or wastewater collection lines and systems ("Utility Facilities") over, through, under, and across the Property and any other lands required for off-site improvements in accordance with the plans, specifications and engineering data submitted by the EOR and approved by the appropriate governmental regulatory agencies and PSLUSD.
- 3. Compliance with Applicable Laws, Codes, Regulations and Policies** – The APPLICANT shall abide by and be in compliance with any and all rules and requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement as well as all applicable federal and state laws, regulations, and CITY ordinances and other policies. In addition, the parties agree that the policies, ordinances, rules and regulations that are adopted by the CITY pursuant to general law, as same may be amended from time to time, shall have the full force and effect of law, which shall govern the legal relationship between the APPLICANT and CITY with respect to each party's obligations, including but not limited to CITY'S supply, distribution and delivery of utility services to the Property for APPLICANT'S Project, under the terms and conditions of this Agreement. In addition, the work to be performed by APPLICANT, at APPLICANT'S sole cost and expense, as required for the furnishing of utility service to the Property, which may include but shall not be limited to the installation of water mains, fire hydrants, gravity flow mains, force mains, pump stations, lift stations, interceptors, and other utility facilities, shall be performed in accordance with the policies, technical specifications and construction standards of PSLUSD.

**4. Water and/or Wastewater Treatment Plant Capacity** - The term Equivalent Residential Connection (“ERC”), referred to in this Agreement and in the applicable codes, rules, standards and regulations of the CITY and PSLUSD, is the unit of measure used to reserve water and/or wastewater treatment plant capacity based on an expected average daily flow. The average daily flow of one ERC shall be up to 250 gallons per day of potable water usage and up to 250 gallons per day of usage for wastewater service. The CITY shall reserve for APPLICANT ERCs of water plant capacity/service and/or ERCs of wastewater plant capacity/service upon the receipt of all sums due and owing to the CITY pursuant to this Agreement and the Agreement’s execution by all parties hereto. If and when APPLICANT reserves any amount of ERCs then the APPLICANT shall pay to the CITY the applicable water and/or wastewater capital charges, which consist of plant capacity charges, and water and/or wastewater line charges, at the rates in effect when due and as amended from time to time.

**5. Previously Reserved and/or Allocated ERCs and/or Line Charges for the Property** – The amount of ERCs and/or line charges reserved and/or allocated to service a particular property, or establishment runs with the land. When title to real property that is located within the CITY’S utility service area is transferred, sold, or otherwise conveyed, the quantity of ERCs and/or Line Charges that are reserved, allocated and/or connected for that particular property are also transferred. Accordingly, the APPLICANT, APPLICANT’s predecessor(s) in interest, may have previously reserved and/or allocated ERCs and/or Line Charges for the Property.

**6. Modifications to Reserved ERCs and/or Line Charges** – The quantity of APPLICANT’S reserved ERCs and/or Line Charges and the fees imposed per ERC for plant Capacity and/or line charges by CITY, which are due and payable by APPLICANT upon APPLICANT’S execution of this Agreement, shall be as follows:

ERCs	CAPITAL CHARGES	RATE		
1.0	Water Treatment Plant Capacity	\$	4,925.00	per ERC
0.0	Water Line Charge	\$	780.00	per ERC
0.0	Wastewater Treatment Plant Capacity	\$	3,250.00	per ERC
0.0	Wastewater Line Charge	\$	1,972.00	per ERC

Per Port St. Lucie, Florida, Code of Ordinances, Section 61.24, Line Charge fees are currently exempt for the area of this project. Therefore, the total amount of Capacity ERCs and/or Line Charges reserved and /or allocated for the Property, including any previously reserved Capacity ERCs and/or Line Charges if applicable, is as follows:

<b>PLANT CAPACITY</b>	<b>Water</b>	<b>Wastewater</b>
Plant Capacity Previously Reserved	0.0	0.0
Plant Capacity Modification Under this Agreement	1.0	0.0
<b>TOTAL ERCs RESERVED</b>	<b>1.0</b>	<b>0.0</b>

<b>LINE CHARGES</b>	<b>Water</b>	<b>Wastewater</b>
Line Charges Previously Paid	0.0	0.0
Line Charges Modification Under this Agreement	0.0	0.0
<b>TOTAL LINE CHARGES</b>	<b>0.0</b>	<b>0.0</b>

The parties agree that any subsequent future requests for modifications to the quantity of reserved ERCs and/or Line Charges shall be handled administratively by the City of Port St. Lucie Utility Systems Department pursuant to the Department's procedures and processes, and APPLICANT agrees to be bound thereto by the Department's final decision.

**7. Additional Usage** – The CITY has the right to review and monitor APPLICANT'S actual usage of the water and/or wastewater services. APPLICANT agrees the CITY may perform such an audit of APPLICANT'S actual flows, as compared to the flows expected to be generated by the amount of ERCs reserved and allocated by APPLICANT for its Project. If APPLICANT'S actual usage exceeds the expected flows based on APPLICANT'S reserved ERCs under this Agreement, then APPLICANT shall be required to (i) promptly pay the applicable, additional water and/or wastewater plant capacity charges, line charges, and administrative fees within 30 days of receiving written notice from CITY of such additional usage, and (ii) execute an amendment to this Agreement to reserve the additional amount of water and/or wastewater ERCs, that CITY will determine to be sufficient to cover the excess usage. Further, if the actual, future water and/or wastewater flows increase enough to warrant a redesign or replacement of any water and/or wastewater Utility Facilities serving the Property, including but not limited to a wastewater pumping station, then APPLICANT or APPLICANT'S successors in interest or assigns, shall be responsible for any and all costs and expenses associated with the design and replacement of said Utility Facilities.

**8. Guaranteed Revenue** – Guaranteed revenue fees, pursuant to Section 61.15 of CITY'S Code of Ordinances, shall be assessed and paid by APPLICANT to CITY for all reserved and unconnected ERCs at the rates in effect when due, as amended from time to time. The guaranteed revenue fee shall be due and payable the first monthly billing cycle occurring after execution of this Agreement. Guaranteed revenue shall be due and payable again each month thereafter to the extent that there are any reserved but unconnected ERCs. Further, if any payment of guaranteed

revenue fees required by this Agreement is more than 20 days late, the CITY shall send a Notice of Delinquency to APPLICANT. APPLICANT shall be considered in default of this Agreement should APPLICANT fail to submit to CITY the required full payment of guaranteed revenue within 20 days of APPLICANT'S receipt of the Notice of Delinquency, and any and all remaining reserved water and/or wastewater plant capacity, and associated fees paid, shall be forfeited by APPLICANT. The CITY shall withhold water and/or wastewater service to be rendered under this Agreement until all guaranteed revenue fees that are due to the CITY under this Agreement have been paid in full.

**9. Construction Plans** – The APPLICANT or its EOR shall furnish to CITY a complete set of design and construction drawings, plans, specifications, and other necessary engineering data (hereinafter “Construction Plans”) of the proposed Utility Facilities for the Project for review and approval by PSLUSD. The approval by PSLUSD of APPLICANT'S Construction Plans shall be valid for one year from the date of such approval. If APPLICANT has commenced construction of the Project but there has been either (i) a cessation of construction activity where there has been no documented inspections by CITY for a period of 12 months or (ii) an expiration of the associated building permit(s), whichever occurs first, then CITY reserves the right to require the re-submittal of the Construction Plans and further payment of applicable review fees upon APPLICANT'S resubmission of said documents for approval. The work to be performed by APPLICANT for the furnishing of utility service to the Property for the Project shall not commence until all Construction Plans regarding such work are approved in writing by PSLUSD.

**10. Points of Service** - The points of service for water, sewer and reclaimed water, and electrical power for pump stations shall be labeled as Point of Service or “P.O.S.” and shall be as follows:

Domestic water service – Point on the discharge side of backflow preventer assembly

**11. Maintenance of Utility Facilities on the Property** – The APPLICANT shall own, operate, and maintain, at no cost or expense to the CITY, all Utility Facilities on the APPLICANT'S side of the designated point of service, or that of the future user's, where APPLICANT'S Property and the development constructed thereon is connected to the CITY'S water and/or wastewater facilities. All pipes, service lines, cleanouts, fixtures, connections, and other necessary equipment on the developed premises and not specifically accepted by and turned over to CITY'S ownership, which are occupied by the APPLICANT, tenants, customers, consumers or other users of CITY'S utility services for the Property (hereinafter “Project

Occupants”), shall be kept in good working order and condition at no cost, liability, or responsibility to CITY for their maintenance or operation.

**12. Meters and ERC Allocation** – The APPLICANT agrees to pay in full, when due, the applicable meter and backflow preventer charges and deposits that shall be assessed at the time the APPLICANT connects to the CITY’S water and/or wastewater facilities. If APPLICANT’S Project requires any water and/or wastewater meter(s) that are larger than 2 inches, then such large-sized meters and backflow preventer shall be furnished and installed at the sole cost and expense of APPLICANT. The size, allocation, and assignments of meters and/or allocation of APPLICANT’S reserved ERCs shall be handled administratively by PSLUSD pursuant to its procedures and processes, and APPLICANT agrees to be bound thereto by PSLUSD’S final decision. Further, no meter shall be removed, relocated, bypassed, or altered in any way or manner whatsoever by anyone except the CITY or CITY’S authorized employee, agent, consultant or contractor.

**13. Easements and Access to the Premises** – Prior to CITY’S acceptance and/or certification, through pertinent regulatory agencies, of the Utility Facilities and other improvements constructed for the Project, APPLICANT shall grant and convey to CITY and its successors and assigns, in a form satisfactory to CITY, perpetual, exclusive rights, privileges and easements on APPLICANT’S Property and, if required, on lands lying outside the Property, to access, construct, operate, maintain, repair, replace or expand all water and wastewater utility facilities transferred to CITY for ownership and/or maintenance in connection with CITY’S supplying of water and wastewater services to APPLICANT and/or the Project Occupants of the Property. APPLICANT shall secure from each mortgagee and lienholder a release of the mortgagee’s or lienholder’s interest in the easement and Utility Facilities located within the granted easements. If required by CITY, the APPLCIANT shall also grant, or cause to be granted, in a form acceptable to CITY, utility easements that shall be a minimum of 10 feet wide for the length of the Property along all rights-of-way not owned by the CITY. APPLICANT shall pay any and all costs and expenses associated with the granting of said easements to the CITY for CITY’S supply of utility services to APPLICANT’S Property. Further, APPLICANT shall grant or permit CITY, its authorized employees, agents and contractors, access to APPLICANT’S Property and any development upon the Property during all reasonable hours, or any time in the event of an emergency, for the purposes of maintaining, inspecting, repairing, installing or removing CITY’S utility facilities.

**14. Notice** – All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt requested (Airmail if international), and shall be directed to the following persons and places designated by the parties:

<b>FOR THE CITY:</b>	<b>FOR THE APPLICANT:</b>
PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 1001 S.E. Prineville Street Port St. Lucie, FL 34983 Attn: Kevin Matyjaszek, Utility Systems Director	City of Port St Lucie 2195 SE Airoso Blvd Port St. Lucie, FL 34984 Attn: Mike Kendrick
<u>With a copy to:</u> CITY ATTORNEY'S OFFICE Port St. Lucie City Hall 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34983	<u>With a copy to:</u> City of Port St Lucie 121 SW Port St Lucie Blvd. Port St Lucie, FL 34984 Attn: Jesus Merejo

**15. Record Drawings** - The APPLICANT, at its sole cost and expense, shall be prepared by a Florida licensed Professional Engineer, and furnish to the CITY complete Record Drawings in accordance with the standards and specifications of PSLUSD. The record drawings shall be required to be stamped "approved" by PSLUSD prior to the CITY'S acceptance of APPLICANT'S transfer and conveyance of its Utility Facilities pursuant to the terms of this Agreement. The Record Drawings shall show all pertinent information as to all mains, services and appurtenances belonging to, and affecting the water distribution, wastewater collection, reclaimed water, fiber optic cables, conduits and other utility lines and systems, constructed to service the Property and the Project developed thereon and shall include all constructed paving and drainage facilities relating to said facilities for CITY'S supply of utility services to APPLICANT. Record Drawings may be supplemented with information from a survey by a Florida registered surveyor as to the actual locations of all surface features of the Utility Facilities, easements and rights-of-way which are part of or adjacent to the Property. However, As-Built Surveys are not an acceptable substitute for Record Drawings. The CITY records all utility related changes and/or activities in its Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of this Agreement will be provided to the CITY as a deliverable for inclusion into the CITY's GIS, at no additional cost to the CITY. GIS data files

submitted must adhere to CITY GIS Standards, and CAD drawings submitted must adhere to CITY CAD standards.

**16. Turnover of Utility Facilities** – Prior to CITY’S acceptance of APPLICANT’S Utility Facilities and the provision of utility services to the constructed Project improvements, APPLICANT shall fully execute and provide all necessary drawings, reports, affidavits, release of liens, certifications, bills of sale, and any other documents identified in PSLUSD’S checklists for Utility Final Inspection and Utility Acceptance Turnover, as revised or amended from time to time. APPLICANT shall transfer to CITY by Bill of Sale, all of APPLICANT’S right, title and interest in and to all of the water and/or wastewater supply lines, mains, pumps, connections, pipes, meters, valves and equipment installed up to and within granted easements and rights-of-way within the Property and off-site lands (if applicable) that were constructed and installed for the purpose of supplying utility services for APPLICANT’S Project. The APPLICANT shall also furnish to CITY an affidavit asserting that all persons, firms, corporations or other entities who furnished labor, equipment and/or materials used directly or indirectly in the execution of the work to be performed under this Agreement and for the Project have been paid.

**17. Warranty** – APPLICANT shall assign to CITY all warranties pertaining to the subject Utility Facilities and improvements upon the final acceptance and/or certification by PSLUSD and transfer of ownership to CITY of all such applicable facilities for the supply of utility services to the Property. APPLICANT further agrees that for a period of one year after said acceptance and transfer, the APPLICANT will correct, upon receipt of written notice, any deficiencies in the design, materials or installation of the Utility Facilities and other subject improvements. Such repair work undertaken pursuant to this paragraph of the Agreement shall be at the Applicant’s sole cost and expense, and in accordance with the standards and specifications of PSLUSD. In the event CITY, for whatever reason, should have to perform repairs to correct deficiencies, APPLICANT agrees to reimburse the CITY for such work within 30 days of receipt of a request for payment from the CITY.

**18. Payment of Fees and Charges** – The APPLICANT agrees to submit to CITY full payment of any and all fees and charges due and owing to the CITY upon APPLICANT’S execution of this Agreement. The total amount due to CITY is detailed in the Utility Invoice, that has been separately provided to APPLICANT, and which APPLICANT acknowledges the receipt thereof. CITY shall not execute this Agreement until it receives APPLICANT’S full payment, and the processing of the payment is complete.

**19. Default** – If APPLICANT shall be in default of any provision of this Agreement, in addition to any remedy otherwise specifically provided for herein, APPLICANT agrees and acknowledges that CITY shall have the right to exercise one or more of the following sanctions or penalties:

- a. Any remaining reserved but unconnected water and/or wastewater plant capacity, and all fees paid, may be rescinded and forfeited.
- b. No inspections or certification shall be approved by CITY.
- c. No Building Permit shall be issued by CITY for any unit or structure developed on the Property.
- d. There shall be an interest penalty equal to the maximum rate allowed under Florida law on any outstanding balance due to CITY from APPLICANT. When applicable, this penalty, unless otherwise provided for in this Agreement or in the CITY'S Code of Ordinances, as amended from time to time, shall accrue from the date the payment is due, as stated in the invoice, notice, or bill.
- e. The CITY shall be entitled to place a statutory lien against the Property and foreclose the lien in satisfaction of any payments due and owing to CITY under this Agreement.
- f. The CITY shall be entitled to any other remedy at law, and CITY'S failure to seek any remedy shall not constitute a waiver of said remedy.

**20. Disclaimer** – Any interruption or temporary cessation in CITY'S supply of utility services to the Property that is caused by any Act of God, fire, hurricane, windstorm, strike, accident, power failure, necessary maintenance work, breakdown, collapse, damage to equipment or service lines or mains, civil or military orders, riots, or other cause or casualty beyond the control of the CITY shall not constitute a breach of this Agreement, nor impose liability upon the CITY for any consequences or ramifications experienced by the APPLICANT, its successors or assigns, or the Project Occupants.

**21. Interceptors** – If the current or future use of the Property requires the installation, upsizing, relocation, repair, or replacement of new or existing grease, oil and/or sand interceptors, then said interceptors shall be sized adequately, based on the requirements and regulations of PSLUSD, to serve the Project and subject Property, and any establishments located thereon. The design and installation of any required interceptor shall be at no cost or expense to the CITY. In addition, the APPLICANT understands and acknowledges that the construction, installation, or



relocation of additional interceptors may require the demolition of the walls and floor slabs to re-plumb the bays for the interceptors and for obtaining separate water utility services. The costs, space constraints, or gradient imposed upon APPLICANT shall not be sufficient cause for CITY'S waiver of requirements concerning the interceptors for the anticipated Project.

**22. Control of Cross Connection and Backflow** – The parties agree that the public water supply and systems shall be protected against actual or potential cross connections and backflow by isolating contamination or pollution that has occurred or may occur within the Property and establishments, or development constructed thereon. No water service connection shall be installed or accepted by the CITY unless the water utility systems are protected by a backflow prevention assembly of a model and size approved by PSLUSD. The service of water to APPLICANT'S Property shall be denied or discontinued by CITY if a backflow prevention assembly is not properly installed, tested, and maintained in a properly functioning condition that meets the satisfaction of PSLUSD.

**23. Lift Station Generators** – Pursuant to Section 63.17 of the CITY'S Code of Ordinances, if APPLICANT'S Project plans propose the construction of a wastewater pumping station (or lift station), then APPLICANT'S construction plans shall include the provision of an emergency electrical power supply. The APPLICANT shall satisfy this requirement by a portable generator, the cost of which shall be borne by APPLICANT, and the cost for the appropriate generator shall be paid to CITY upon APPLICANT'S execution of this Agreement. The portable generator acquired for APPLICANT'S lift station shall be the CITY'S personal property and incorporated into its generator inventory, which shall be utilized at the discretion of PSLUSD.

**24. Applicant Upgrades** - APPLICANT understands that the City shall cause its facilities to be installed and otherwise maintained in accordance with the City's Utility Standards Manual. Should APPLICANT choose to upgrade the City's facilities, including, but not limited to the fence, driveway or landscaping, the City will charge APPLICANT with the costs incurred by the City to repair, replace, or otherwise maintain the facilities. Should the upgraded facilities require maintenance, replacement, or repair, the City shall provide an estimate of the costs, and APPLICANT agrees to pay, in advance, in an amount equal to the upgrade, for the costs incurred by the City to repair, replace or otherwise maintain the upgrades. APPLICANT agrees that the City bears no financial responsibility for the costs incurred by the City for installation, replacement, repair, or maintenance of the upgrades.

**25. Plat or Replat of the Property** – The parties acknowledge that there may be platting or replatting of lands concerning the Project that would be recorded in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida. APPLICANT shall record any plat or replat prior to CITY'S acceptance of any Utility Facilities, improvements, or other infrastructure related to CITY'S supply of water and/or wastewater services to the Property. APPLICANT shall provide written notice to CITY immediately following the recordation of any plat or replat of the Property, and shall execute an amendment to this Agreement to properly identify the specific legal description of the lands intended to be served under this Agreement.

**26. Title** - Upon APPLICANT'S execution of this Agreement and at its sole cost and expense, a copy of the recorded conveyance documents for the purpose of establishing APPLICANT'S ownership of the Property shall be provided to CITY. In addition, if the APPLICANT shall be required to convey any utility easements to the CITY, then the CITY shall require the subordination of any mortgage or lien held by any mortgagee or lienholder having an interest in the Property. APPLICANT shall be responsible at its sole cost and expense for obtaining the execution of a Consent and Joinder of Mortgagee/Lienholder, in a form approved by CITY, by any such mortgagees or lienholders, or submitting to CITY one of the following documents: (i) an Affidavit of No Lien, (ii) a Release and/or Satisfaction of Mortgage or Lien, or (iii) a letter from an attorney, with a valid Florida Bar license to practice law, confirming that there is no mortgage or lien on the Property. If applicable, APPLICANT must provide CITY with said Affidavit, Release and/or Satisfaction, or attorney letter upon APPLICANT'S execution of this Agreement, as the CITY shall not execute this Agreement without receiving said title-related documents from APPLICANT.

**27. Assignment of Agreement** – This Agreement shall run with the Property and be binding upon APPLICANT'S heirs, legal representatives, members, assigns, and successors in interest. The assignment or transfer of APPLICANT'S rights and obligations hereunder to another parcel of land is prohibited unless all of the following acts are performed:

- a. APPLICANT'S assignment is in writing and entered into with the same formality as this Agreement; and
- b. The CITY shall be a party to said assignment, and CITY'S approval of which shall not be unreasonably withheld; and

c. APPLICANT shall remain liable to the CITY for APPLICANT'S responsibilities and obligations under this Agreement unless such an assignment is made in strict compliance with this paragraph; and

d. Provided that this Agreement is properly assigned, the CITY will execute a "Satisfaction of Assignment," and the costs for the recording of which in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida shall be paid by APPLICANT to CITY, in advance of CITY'S execution of the Satisfaction of Assignment.

**28. Repeal of Prior Agreements** – Any and all prior utility service agreements with the City, pertaining the Property are hereby cancelled and declared of no force and effect as to the Property, and only as to the Property. The intent of this provision is to terminate prior utility service agreements only to the extent they relate to the Property. Any such prior utility service agreements will continue to bind property that is not the subject of this Agreement, and such utility service agreements will remain in full force and effect as to the other property.

**29. Rules and Regulations of Utility Services** – The CITY shall have the right to promulgate and adopt rules and regulations, from time to time, relating to the supply of utility services to the CITY'S customers and users, including the APPLICANT and the Project Occupant(s) who shall become customers and users under this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, connection charges, capital charges and other fees, and the right to discontinue or terminate services under certain circumstances. APPLICANT hereby acknowledges and agrees that the rates and regulations are subject to change, and APPLICANT shall be responsible for full payment of any fees and charges assessed pursuant to the promulgated rates and regulations governing at the time.

**30. Invalid Provisions** – In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

**31. Governing Law** – This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement proper venue thereof will be in St. Lucie County, Florida.

**32. Recording** – This Agreement or notice thereof shall be recorded by CITY in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida, and may be recorded by CITY in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida. All preparation, review and recording fees for this Agreement shall be the responsibility of the APPLICANT.

**33. Effective Date** – This Agreement is not binding and of no force and effect until fully executed by both the CITY and APPLICANT.

**34. Entire Agreement** – This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto, unless otherwise stated. No additions, alterations, or variation of the terms of this Agreement shall be valid.

**35. Authority to Sign** – Each Individual signing this Agreement directly and expressly warrants that he/she has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and stated herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the CITY and APPLICANT have caused this Utility Service Agreement to be executed on behalf of themselves and/or their respective entities, their successors and assigns, and shall run with the Property on the day and year the last party signs this Agreement.

AGREED TO BY APPLICANT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**CITY OF PORT ST LUCIE**

Signature: \_\_\_\_\_

Print Name: Jesus Merejo

Title: City Manager

Address: 121 SW Port St Lucie Blvd

Port St Lucie FL 34984

**Witnesses: (Two Required)**

Signature: \_\_\_\_\_

Print Name: Rob Cammer

Title: EXEC ASST.

Address: 121 SW PSL Blvd.

PSL, FL 34984

Signature: \_\_\_\_\_

Print Name: Rob Cammer

Title: EXEC ASST.

Address: 121 SW PSL Blvd

PSL, FL 34984

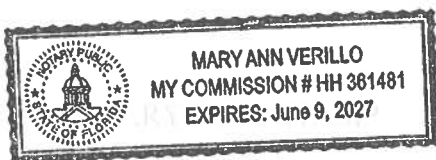
STATE OF Florida )

COUNTY OF St Lucie ) ss

The foregoing instrument was acknowledged before by means of ☒ physical presence or ☐ online notarization this 5 day of May, 2025, by Jesus Merejo, as City Manager, for City of Port St Lucie.

☒ personally known to me or

( ) proven by producing the following identification \_\_\_\_\_.



Notary Signature \_\_\_\_\_

Print Name of Notary \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

AGREED TO BY APPLICANT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witnesses: (Two Required)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF FLORIDA       )  
  ) ss  
COUNTY OF ST. LUCIE    )

The foregoing instrument was acknowledged before by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by \_\_\_\_\_ as \_\_\_\_\_, for Port St. Lucie Utility Systems Department.

( ) personally known to me or

( ) proven by producing the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name of Notary

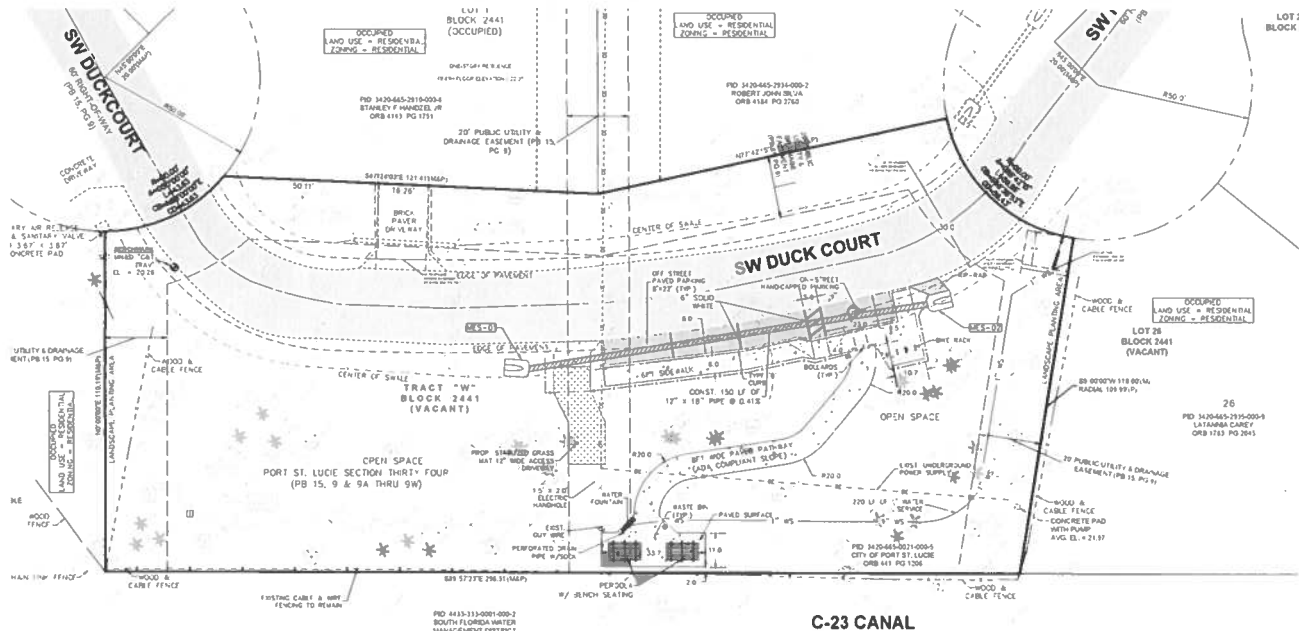
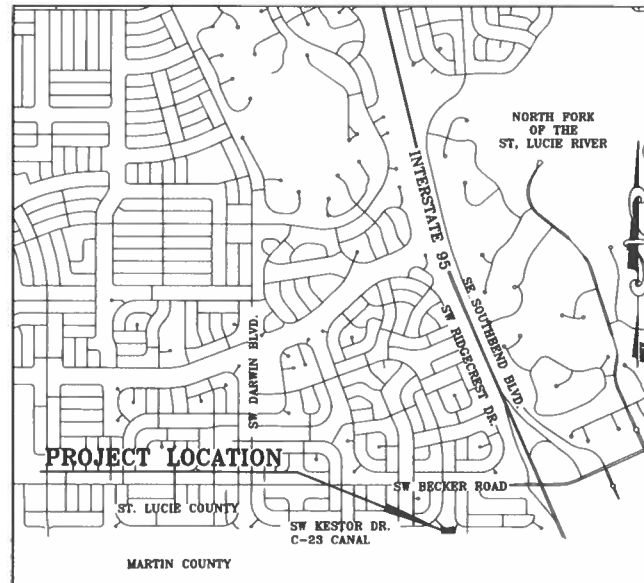
Exhibit A

Legal Description

Project Name:

TRACT "W", BLOCK 2441, PORT ST. LUCIE SECTION THIRTY FOUR, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 15, PAGES 9, 9A THROUGH 9W, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.  
CONTAINING 0.89 ACRES MORE OR LESS

Project Name: Duck Park







**Port St. Lucie Utility Systems Department  
Utility Services Summary**

121 S.W. Port St. Lucie Boulevard,  
Building B 2nd Floor  
Port St. Lucie, FL 34984  
[Utileng@cityofpsl.com](mailto:Utileng@cityofpsl.com)

Project Name: DUCK PARK  
Plaza Name: N/A  
Customer Invoiced: City of Port St Lucie Parks & Recs  
Customer Mailing: 2195 SE Airoso Blvd  
Address: Port St. Lucie, FL 34984  
Action(s) Requested: Capacity

Utility File No.: 5001-04  
Billing Contact Person: Mike Kendrick  
Customer Contact's Phone No.: 772-871-5260  
Contact's E-Mail Address: mkendrick@cityofpsl.com  
Water Capacity/Line Charges Reserved: 1.0 0.0  
Wastewater Capacity/Line Charges Reserved: 0.0 0.0

Account No.	Water Capacity	Water Line Charges	Wastewater Capacity	Wastewater Line Charges	Address	No. of Meters	Meter Size	Description
TBD	1.0	0.0	0.0	0.0	PENDING ADDRESS	1	5/8"	Water Fountain
<b>Total</b>	<b>1.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>1</b>		

For all meter size changes, the Property Owner shall be responsible for sizing, installation and certification costs of all new meters and backflow prevention assemblies. Further, a signed, original backflow certification shall be provided to PSLUSD for any new installation of a backflow prevention assembly.

The undersigned declares, under penalty of perjury, that s/he is the owner, or a duly authorized officer, agent or representative of the owner, of the property identified above, and that the information provided herein is accurate and true to the best of his/her knowledge. It is understood that it is the responsibility of the property owner requesting the above-described action(s) to verify that the requested meter size and/or ERC allocation change(s) will provide sufficient flow, pressure and capacity to comply with any code requirements and meet the needs of the occupants of the property. It is also understood that should subsequent changes to meter size and ERC allocation be desired and requested, then additional charges and fees for the review and processing of said future request(s) shall be paid prior to their implementation.

By signing below, the undersigned authorizes, confirms and agrees to the Project's ERC allocation and identified locations of the meters, including size and capacity assigned to each meter as shown on the above table. Further, the undersigned agrees to pay any and all fees due to the City, as shown on the attached Invoice, and said fees must be paid prior to implementation of new service and/or allocation, and before any refund or credit may be applied to the applicable Project Account(s) with Utilities Customer Service/Billing Department.

Billing Customer-Property Owner/Agent Signature

Date Signed

Billing Customer-Property Owner/Agent Printed Name and Title

59-6141662

Billing Customer-Tax ID Number

**PSLUSD Use Only**

Project Description - Installation of a Water Fountain  
Customer Service - Not collecting any fees  
Wastewater Plant - Glades  
Water Meter - 1 5/8" Single meter to be supplied & installed by the PSLUSD  
Jumpers for this project - 0 to be applied for when needed on the website  
25% Surcharge Out of the City Limits - N/A



**Port St. Lucie Utility Systems Department**  
**Connection Fee Worksheet**  
 121 S.W. Port St. Lucie Boulevard,  
 Building B 2nd Floor  
 Port St. Lucie, FL 34984  
[Utileng@cityofpsl.com](mailto:Utileng@cityofpsl.com)

Project Name: DUCK PARK  
 Plaza Name: N/A  
 Customer Invoiced: City of Port St Lucie Parks & Recs  
 Mailing Address: 2195 SE Airoso Blvd  
 Port St. Lucie, FL 34984  
 Action(s) Requested: Capacity

Utility File No.: 5001-04  
 Owner's Contact Person: Mike Kendrick  
 Contact Phone No.: 772-871-5260  
 Contact E-Mail Address: mkendrick@cityofpsl.com  
 Water Capacity/Line Charges Reserved: 1.0 0.0  
 Wastewater Capacity/Line Charges Reserved: 0.0 0.0

Item No.	Description	Unit Price	Quantity	Definer	Amount
1	Agreement Processing Fee	\$268.00 x	1.0	Each	\$268.00
2	Agreement Recording Fees \$14.75 first page, \$8.50 thereafter	x	17.0	Pages	\$150.75
3	Water Meter Installation Fee - 5/8" x 3/4" meter: (New Construction)	\$1,275.00 x	1.0	Each	\$1,275.00
4	Backflow Certification	\$85.00 x	1.0	Each	\$85.00
5	Backflow Prevention Assembly Installation Fee - 5/8 x 3/4" meter	\$381.00 x	1.0	Each	\$381.00
6	Water Plant Capacity Reserved	\$4,925.00 x	1.0	ERCs	\$4,925.00

**Total \$7,084.75**

Fees are effective until September 30, 2025

**For PSLUSD Use Only:**

Receipt#: <input type="text"/>	Date Paid: <input type="text"/>	Amount Paid: \$ <input type="text"/>
WWTF: <input type="text" value="Glades"/>		Received By: <input type="text"/>
	25% Surcharge Out of City Limits	<input type="text" value="N/A"/>
	Exhibit C	
Customer Information	Name: City of Port St Lucie Parks & Recs	
On Future Bills:	Address: 2195 SE Airoso Blvd	
	Port St. Lucie, FL 34984	
	Phone: 772-871-5260	
10/1/24-Revs	PSLUSD Doc. No. 85-148	