

**CITY OF PORT ST. LUCIE  
CONTRACT #20250212**

This CONTRACT executed this 14th day of January, 2026, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and NABORS, GIBLIN & NICKERSON, P.A., a Florida Professional Association, 2502 Rocky Point Drive, Suite 1060, Tampa, FL 33607, Telephone No (813) 281-2222. Fax No. (813) 281-0129, hereinafter called "Consultant" or "Bond Counsel." City and Consultant may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I:  
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**WHEREAS**, Consultant is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with a Consultant for legal services, as well as other tasks more specifically described in this Contract; and

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

**WHEREAS**, the City desires to enter into this Contract with Consultant to perform the Work specified and in the amount as agreed upon below.

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

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

**SECTION II:  
NOTICES**

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

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

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

Consultant: Steven E. Miller  
Nabors, Giblin & Nickerson, P.A.  
2502 Rocky Point Drive, Suite 1060  
Tampa, FL 33607  
Telephone: (813) 281-2222 Fax (813) 281-0129  
Email: [smiller@ngn-tampa.com](mailto:smiller@ngn-tampa.com)

City Contract Administrator: Max Previlon, CPPB / Procurement Contracting Officer III  
Procurement Management Division  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
Email: [Mprevilon@cityofpsl.com](mailto:Mprevilon@cityofpsl.com)

City Project Manager: Stephen Okiye, Finance Director  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
Telephone: 772 871 5191  
Email: [SOkiye@cityofpsl.com](mailto:SOkiye@cityofpsl.com)

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

The Bond Counsel must provide the full scope of legal services in preparing and marketing bond issues for the City. The services to be performed by the Bond Counsel include, but are not limited to, the following:

1. Reviewing the advice to the City as to the legal feasibility of any financing program proposed by the City's Financial Advisor and advising as to compliance with applicable law and pending or proposed revision in the law, including U.S. Treasury regulations.
2. Reviewing any conduit bond issues for compliance with all applicable securities and tax law and regulations.
3. Advising as to procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to the issuance of bonds, whether the financing is undertaken by competitive bid or negotiated sale.
4. Attending conferences of City officials, staff members, the City's Financial Advisor, and if a negotiated sale is undertaken, representatives of the selected underwriters, when so requested.
5. Attending any requested meetings of the City Council and its committees.
6. Preparing all bond documents and any amendments thereto in order to authorize the issuance of the bonds.
7. Preparing any trust indenture; escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to the financing.
8. Preparing all pleadings and other documents (e.g., complaint, notice of service, proposed answer, memorandum of law, proposed order, etc.) and conducting the validation hearing of any appeals related thereto or arising there from.

9. Reviewing the transcript of all proceedings in connection with the foregoing and indicating any necessary corrective action.
10. If sale is by competitive bid, assisting in the preparation of the bid documents, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the bonds in that manner.
11. Preparation of the award resolution, and any amendments thereto, for the sale of the bonds and review the bond purchase agreement, preliminary official statement and official statement.
12. Preparing, obtaining, delivering, and filing all closing papers necessary in connection with the sale and issuance of the bonds, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge, arbitrage and others; and verifications, consents and opinions from accountants, Consultants, special consultants, and attorneys.
13. Issuing of standard, comprehensive bond counsel opinion as to the legality of the bonds, the security of their payment and the exemption from federal income taxation of the interest on the bonds as well as the customary supplemental bond counsel opinion as to the accuracy of the certain provisions of the Official Statement.

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

The Contract Period start date will be January 18, 2026, and will terminate January 17, 2031, for an initial period of five (5) years. In the event all work required in the proposal specifications have not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels he has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Consultant, warrant such an extension, with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

#### **SECTION V:** **RENEWAL OPTION**

The City may renew this Contract to provide identical services for one (1) additional five (5) year term, if the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding, negotiation or City Council approval may extend this Contract.

**NOTE: Consultant may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period**

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

The total utilizes the fee schedule listed below the amount to be paid by the City to the Consultant will be based on the fees negotiated with each Bond Issue. The City always reserves the right to negotiate depending on the bond. Compensation will be included in the debt issue. The City will pay to the Consultant a one-time-only fee of \$10.00 as an indemnification fee. The City will not pay for out-of-pocket expenses including, but not limited to, office & utilities,

sub-consultants fees, travel or any reimbursable expense. There will be no additional amount paid for reimbursable expenses.

For services as Bond Counsel fee for publicly offered transactions in terms of dollar/bond (where term "bond" is \$1,000 of the amount issued):

\$1.75 per \$1,000 bond - first \$25,000,000

\$1.50 per \$1,000 bond - next \$25,000,000

\$0.75 per \$1,000 bond - next \$50,000,000

\$0.40 per \$1,000 bond – thereafter

Payment of the fee described above shall be contingent upon successful issuance of the Bonds. Depending on the complexity, or lack thereof, of the legal work associated with the issuance of Bonds, the above fee schedule may be adjusted up or down upon the written consent of both parties.

Bond Counsel fee for privately placed transactions in terms of dollar/bond (where term "bond" is \$1,000 of the amount issued):

\$1.50 per \$1,000 bond - first \$25,000,000

\$1.00 per \$1,000 bond - next \$25,000,000

\$0.60 per \$1,000 bond - next \$50,000,000

\$0.30 per \$1,000 bond – thereafter

Minimum fee per transaction to serve as Bond Counsel: \$20,000.00

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

**Fees are to include all reimbursable, including travel, meals, copies and so forth.**

**SECTION VII:**  
**INDEMNIFICATION**

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

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

### **SECTION VIII: INSURANCE**

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

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

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

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

Commercial General Liability insurance 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
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Damage to Premises	\$100,000.00

Medical expense	\$10,000 any 1 person
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An Additional Insured endorsement must be attached to the certificate of insurance, CG2026, under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

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

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability and Professional Liability Insurance, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20250212 – Bond Counsel.**" The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Consultants and sub consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

It shall be the responsibility of the Consultant to ensure that all subconsultants comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract.

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 to, but not obligation, to review and reject any insurer providing coverage.

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

#### **SECTION IX:** **SOVEREIGN IMMUNITY**

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

#### **SECTION X:** **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

#### **SECTION XI:** **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

#### **SECTION XII:** **PUBLIC RECORDS**

Consultant and any subconsultants shall comply with section 119.0701, Florida Statutes. The Consultant and any subconsultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida

Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

## RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Laws. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Consultant agrees to comply with all public records laws, specifically to:

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

- A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.
- B. During the term of the Contract, the Consultant shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
- D. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
- E. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

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

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING  
TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC  
RECORDS AT:**

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

**SECTION XIII:  
ADDITIONAL REQUIREMENTS**

N/A

**SECTION XIV:  
LICENSING**

Consultant warrants that it and its employees possess all licenses and certifications necessary to perform required work and is not in violation of any laws. Consultant warrants that such licenses and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV:  
SAFETY PRECAUTIONS**

Precautions shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI:  
ASSIGNMENT**

Consultant shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Consultant sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Consultant shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

**SECTION XVII:  
TERMINATION**

**A. Termination for Cause –** If the Consultant refuses or fails to prosecute the work with such diligence

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

- B. Termination for Convenience.** The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Consultant. Following termination without cause, the Consultant shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.
- C. Conversion of Termination for Cause to Termination for Convenience.** If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, then the termination shall automatically convert to a termination for convenience.

#### **SECTION XVIII:** **APPROPRIATION APPROVAL**

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

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

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

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

#### **SECTION XX:** **CONFLICT OF INTEREST**

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

**SECTION XXI:**  
**PROHIBITION AGAINST CONTINGENT FEES**

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

**SECTION XXII:**  
**ATTORNEY'S FEES**

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

**SECTION XXIII:**  
**CODE OF ETHICS**

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

**SECTION XXIV:**  
**POLICY OF NON-DISCRIMINATION**

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

**SECTION XXV:**  
**SEVERABILITY**

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

**SECTION XXVI:**  
**FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance

so interfered with, provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

**SECTION XXVII:**  
**NON-EXCLUSIVITY**

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

**SECTION XXVIII:**  
**DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS**

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

**SECTION XXIX:**  
**COOPERATION WITH INSPECTOR GENERAL**

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

**SECTION XXX:**  
**E-VERIFY**

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

1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Consultant enters into a contract with a subconsultant, Consultant must require each and every subconsultant to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subconsult with an unauthorized alien. The Consultant shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.

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

**SECTION XXXI:**  
**ENTIRE AGREEMENT**

This Contract sets forth the entire agreement between Consultant and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the \_\_\_\_\_ day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Caroline Stugis  
Purchasing Agent

By: Steven E. Miller  
Authorized Representative of Nabors, Giblin & Nickerson, P.A.)

State of: Florida

County of: Hillsborough

Before me personally appeared: Steven E. Miller  
(Please print)

Please check one:

Personally known ✓

Produced Identification: \_\_\_\_\_  
(Type of identification)

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

(s/he)

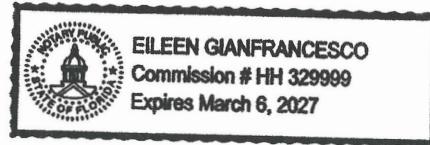
WITNESS my hand and official seal, this 10<sup>th</sup> day of December, 2016. as.

Eileen Gianfrancesco

Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires 3/6/27.



(Seal)