



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

Florida

August 12, 2023

TRP Construction Group, LLC
3501 Sanford Avenue
Sanford, Florida 32773
Attn: Robert Tolle, Vice President

SUBJECT: Notice of Award
Delaware Avenue Parking Striping from 17th Street to US 1, Piggyback SLC
Contract C19-02-162, Bid No. 19-013

Dear Mr. Tolle:

The Commission of the City of Fort Pierce met in regular session, Monday, July 17, 2023, and awarded subject bid to your firm, in the amount of \$51,445.00.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Piggyback Agreement
3. Please provide an updated Certification of Liability, Property Damage, and Workers' Compensation. **We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder—City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.**
4. Return documents enclosed within two (2) days after receipt, via email to:

Email:

Gelencia Carter, Purchasing Manager
City of Fort Pierce
purchasing@cityoffortpiece.com

Carbon Copy:

Selena Griffett, Engineering Project Manager
City of Fort Pierce
sgriffett@cityoffortpiece.com

This letter must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

Sincerely,
CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, Purchasing Manager

ACCEPTED BY:
TRP CONSTRUCTION GROUP, LLC.

[Handwritten Signature]

Signature (Manual)

Tom Underwood

Signature (Typed or Printed)

General Manager

Title

08/24/2023

Date

NOTARIZATION

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 24th day of Aug 2023,

by Tom Underwood, General Manager, of
Officer of Firm Title

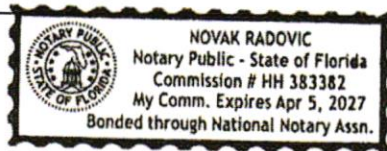
TRP Construction Group a Texas corporation, on behalf of the corporation.
Name of Firm State

He/She is personally known to me or has produced _____ as identification.

[Handwritten Signature]

Notary Public

My commission expires: _____



/gc

Attachments: Contract Forms

cc: Selena Griffett, Engineering Project Manager



PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **TRP Construction Group**. (hereafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.
2. The parties agree that the Vendor has entered a contract with **St. Lucie County**, said contract being identified as: **St. Lucie County Contract, Contract C19-02-162 (Bid No. 19-013)** (said original contract being referred to as the "original government contract").
3. The original government contract is incorporated here by reference and is attached as Exhibit "A" to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Vendor.
4. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Fort Pierce, as follows:
 - a) Time Period ("Term") of agreement: **No Change**
 - b) Insurance Requirements: **No Change**
 - c) Any other provisions that will be modified: **No Change**Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in Exhibit "A", the Vendor agrees to send notices, invoices and will conduct all business with:

Notices and conduct all business with:

City of Fort Pierce, Florida
Attention: Jack Andrews, City Engineering
100 N. U.S. Hwy 1
Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: jandresws@cityoffortpierce.com

Invoices should be routed to :
City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1
Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

d) The City's Project Manager and associated contact information is listed below:

Name: Selena Griffett
Title: Engineering Project Manager
Address: 100 North U.S. Hwy 1
Fort Pierce, FL 34950
Telephone: 772-467-3780
Email: sgriffett@cityoffortpierce.com

5. Notwithstanding anything in **Exhibit "A"** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
6. Notwithstanding any other provision in **Exhibit "A"** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
7. All other provisions in the original government contract (**Exhibit "A"**) are fully binding on the parties and will represent the agreement between the City of Fort Pierce and the Vendor.

Entered this Aug, 24th day of 2023.

TRP CONSTRUCUTION GROUP, LLC:

CITY OF FORT PIERCE:

By: 

By: _____

Title: General Manager

Title: _____

Date: 08/24/2023

Date: _____

Attested by: 

Attested by: _____

Name: Novak Radovic

Name: _____

Approved as to Form and Correctness:

Name: _____

Exhibit A – Original Government Contract (Saint Lucie County)

EXHIBIT "A"

**FIRST AMENDMENT TO FEBRUARY 19, 2019 CONTRACT
BEWTEEN ST. LUCIE COUTNY
AND
TRP CONSTRUCTION GROUP, LLC.**

**FIRST AMENDMENT TO FEBRUARY 19, 2019 CONTRACT
BETWEEN ST. LUCIE COUNTY AND
TRP CONSTRUCTION GROUP, LLC**

THIS FIRST AMENDMENT made this 13TH day of DECEMBER, 2021, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida, (County) and TRP CONSTRUCTION GROUP, LLC or his, its or their successors, executors, administrators and assigns (Contractor).

WHEREAS, on February 19, 2019, the parties entered into a Contract for striping and pavement markings Public Works/Road & Bridge as needed; and

WHEREAS, the parties desire to amend the Contract to exercise the first one-year renewal option whereby extending the contract term through February 18, 2023; and,

WHEREAS, the Legislature of the State of Florida amended Section 448.095(2)(a) Florida Statute to provide that any contract by a local government entity must contain a provision for the use of the Federal E-Verify System to confirm the work authorization status of new employees hired on or after January 1, 2021.

NOW, THEREFORE, inconsideration of the mutual promises contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM shall be amended to read as follows:

6. **TERM**

The term of this contract shall be for a period of four (4) years beginning on **February 19, 2019** and continuing through **February 18, 2023**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

2. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective January 1, 2021, As required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.



The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the

Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

- 3. All other terms and conditions of the original Contract as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the County has hereunto subscribed and the Vendor has affixed his, its, or their names, or name, and the date aforesaid.

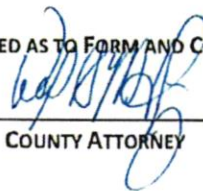
WITNESSES:

- (1) 
- (2) 



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: 
COUNTY ADMINISTRATOR *11/16/21*

APPROVED AS TO FORM AND CORRECTNESS:


COUNTY ATTORNEY

WITNESSES:

- (1) 
- (2) 

TRP CONSTRUCTION GROUP, LLC

BY: 
PRINT NAME: ROBERT TOLLE
TITLE: V.P.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED TRP Construction Group, LLC. TRP Infrastructure Services, LLC 2411 Minnis Drive Fort Worth TX 76117 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Northern Insurance Co.	20303
	INSURER B: Executive Risk Indemnity Inc.	35181
	INSURER C: Bankers Standard Ins Co	18279
	INSURER D: Allied World Assurance Company (US) Inc	19489
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570097799122** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			54326401	02/12/2023	02/12/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			54326400	02/12/2023	02/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			03132597	02/12/2023	02/12/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	54326402	02/12/2023	02/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City and the City's board members, officials, officers, agents and employees, City of Fort Pierce are included as Additional Insured in accordance with the policy provisions of the General Liability policy. *Please see attached additional remarks page.

CERTIFICATE HOLDER City of Fort Pierce Attn: Purchasing Division 100 North U.S. Highway 1 Fort Pierce FL 34950 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

Certificate No : 570097799122



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED TRP Construction Group, LLC.	
POLICY NUMBER See Certificate Number: 570097799122			
CARRIER See Certificate Number: 570097799122	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Remarks

Applies only if applicable coverage is evidenced on Acord 25- CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto, and Umbrella/Excess policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto, and Umbrella/Excess policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

The General Liability, Auto, Umbrella/Excess, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.