



THE SUNRISE CITY

# FORT PIERCE

PURCHASING  
DEPARTMENT

*Florida*

August 12, 2023

**Accurate Power and Technology, Inc.**  
15519 U.S. Highway 441, Suite A101  
Eustis, FL 32726  
Attn: Sonny J. Dukes, President

**SUBJECT: Notice of Award**  
**Bid No. 2023-034 – Electrical Services – Installation of Building Department**  
**Emergency Generator**

Dear Mr. Dukes:

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 \$59,382.54.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Service Agreement
2. Complete the attached contract forms, Non-Collusion Affidavit for Prime Bidder, Certification of Non-Segregated Facilities and Drug Free Workplace Forms
3. Please provide an updated Certification of Liability, Property Damage, and Workers' Compensation. **See item numbered 11 of the Service Agreement**
4. **Return documents enclosed within ten (10) days after receipt, via email to:**

**Email:**

**Gelencia Carter, Purchasing Manager**  
**City of Fort Pierce**  
**[purchasing@cityoffortpiece.com](mailto:purchasing@cityoffortpiece.com)**

**Carbon Copy:**

**Paul Thomase, Director of Building, CBO, CFM**  
**City of Fort Pierce**  
**[pthomas@cityoffortpiece.com](mailto:pthomas@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

*Geleucia Carter*

Geleucia Carter, Purchasing Manager

ACCEPTED BY:  
ACCURATE POWER AND TECHNOLOGY, INC.

*[Handwritten Signature]*

Signature (Manual)

*Sonny J. Dikes*

Signature (Typed or Printed)

*President*

Title

*8-15-2023*

Date

**NOTARIZATION**

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 15th day of August 2023,

by Sonny J. Dikes, President, of

Officer of Firm

Title

Accurate Power & Technology a Florida corporation, on behalf of the corporation.

Name of Firm

State

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

*Haley M. Bogert*  
Notary Public

My commission expires: 02/20/2026



/gc

Attachments: Service Agreement  
Contract Forms

cc: Paul Thomas, Director of Building  
Shaun Coss, Assistant Building Director

**CITY OF FORT PIERCE  
SERVICE AGREEMENT  
ELECTRICAL SERVICES – INSTALLATION OF BUILDING DEPARTMENT  
EMERGENCY GENERATOR**

This Agreement between City and Contractor ("Agreement") is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and **Accurate Power and Technology, Inc.**, a FLORIDA CORPORATION with its principal place of business at 15519 U.S. Highway 441, Suite A101, Eustis, FL 32726 ("Contractor").

City and Contractor hereby agree as follows:

**1. Contractor Services.**

Contractor will provide the services as set forth in **Exhibit A, Statement of Work**, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of City.

Notwithstanding any other provision of this Agreement, Contractor's performance of the Services will (1) conform to the specifications and requirements contained in the Bid 2023-034 ~ Electrical Services - Installation of Building Department Emergency Generator which conforms with the Contractor's Bid dated May 4, 2023. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

**2. Compensation.**

Total compensation to Contractor will not exceed **\$59,382.54 (Fifty-Nine Thousand, Three Hundred Eighty-Two Dollars and Fifty-four Cents)** for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

Upon completion of the Services and acceptance by City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If City approves the amount or any portion of the amount, City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If City disapproves any invoice amount, City will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to City as follows:

City of Fort Pierce  
Attn: Accounts Payable  
P.O. Box 1480  
Fort Pierce, FL 34954

**3. Term.**

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate on **120 days after the Notice to Proceed** unless earlier terminated in accordance with Section 8.

4. **Licenses, Permits, Taxes, Fees, Laws and Regulations**

- 4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. **Ownership and Use of Work Material.**

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by City, are the sole property of City and for its exclusive use and reuse at any time without further compensation and without any restrictions.
- 5.2 Contractor grants and assigns to City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.
- 5.3 Contractor will deliver all Work Material to City upon expiration or termination of this Agreement. City will have the right to use the Work Material for the completion of the Services or otherwise. City may, at all times, retain the originals of the Work Material.
- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by City in writing. Contractor will treat all Work Material as confidential.

6. **Confidentiality and Safeguarding of City Records; Press Releases; Public Information.**

- 6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City Attorney.
- 6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of City.

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

**7. Public Records.**

7.1 City strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records Under Florida law, as defined in Section 119.011 (12), F.S. Contractor shall keep and maintain public records required by the City to perform the services under this Agreement.

7.2 If Contractor meets the definition of "Contractor" found in Section 119.0701 (1) (1) (a) F.S. (i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:

7.2.2 Upon request from City's custodian of public records, Contractor shall provide 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 119, Florida Statutes, or as otherwise provided by law.

7.2.3 Contractor shall identify and 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 Contractor does not transfer the records to the City.

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

**7.3 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, [icox@cityoffortpierce.com](mailto:icox@cityoffortpierce.com), 100 North U.S. Hwy 1, Fort Pierce, FL 34950.**

**8. Termination.**

- 8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- 8.2 City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.
- 8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- 8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by City.
- 8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 8.6 City may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

**9. Indemnification.**

Contractor will indemnify and hold harmless City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

**10. Insurance.**

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance

acceptable to the City has been provided to, and approved by, the City. As evidence of compliance with the insurance required herein, Contractor shall furnish the City with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City and its officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the City.

Until such insurance is no longer required by this Agreement, Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the City, Contractor shall, within thirty (30) days after receipt of a written request from the City, provide the City a certified, complete copy of the policies of insurance of insurance providing the coverage required.

**Workers' Compensation/Employers' Liability** - Such insurance shall be no more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without restrictive endorsements other than those required by the State of Florida or any restrictive NCCI endorsements, which under the NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the CITY with thirty (30) days written notice of cancellation.

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY and the CITY's board members, officials, officers, agents and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY and the CITY's board members, officials, officers, agents and employees scheduled thereon. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$1,000,000 Each Accident  
\$1,000,000 Disease – Policy Limit

**Commercial General Liability Insurance** Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide City with Thirty (30) days prior written notice of cancellation.

City and City's officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

The CITY and the CITY's board members, officials, officers, agents and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

**Automobile Liability Insurance** Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the CITY with thirty (30) days written notice of cancellation. The CITY and the CITY's board members, officials, officers, agents and employees shall be included as "Additional Insureds."

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence – Bodily Injury and Property Damage Combined
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**Property Insurance** - The CONTRACTOR shall provide, in a policy acceptable to the CITY, property insurance on the project. The property insurance shall cover all construction, additions, machinery and equipment included in the project, including that which is tangible personal property, purchased directly by the CITY.

Subject to any sublimits applicable to flood and earth movement acceptable to the CITY, the amount of the insurance shall be no less than the estimated insurable replacement value of the project when completed. The coverage shall be provided on an "all risk" (i.e. Special Form) basis, and shall include coverage for earthquake, fire, extended coverages, windstorm, lightning, flood, and physical loss or damage, including theft, vandalism and malicious mischief. The coverage shall remain in full effect until final acceptance by the CITY.

The maximum deductible for other than windstorm & hail shall be \$10,000 per occurrence. The maximum deductible for windstorm and hail shall be the greater of \$10,000 or 4% of the estimated actual cash value of the insurable property at risk at the time of loss. The CONTRACTOR shall be solely responsible for that portion of the Covered Loss under the deductible.

To the extent collectable from the insurance provided by CONTRACTOR pursuant to this contract, CONTRACTOR and CITY respectively waive any and all claims against each other, and their respective members, officials, officers and employees, for loss or damage to their respective property.

**Performance And Payment Bonds**

- a. **BONDS REQUIRED:** If the Contract price is in excess of \$50,000, within fifteen days after execution of the Contract, CONTRACTOR shall provide the CITY with a Performance Bond and Payment Bond meeting the standards specified herein and conforming to Section 255.05, Florida Statutes, with a Power of Attorney Affidavit, each in an amount not less than the Contract price.
  
- b. **SURETIES' QUALIFICATIONS:** All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:
  - (1) Ratings by A. M. Best

Unless the Contract price is \$500,000 or less and the surety qualifies pursuant to paragraph (3) below, the surety company or corporation shall have the following minimum ratings by The A. M. Best Company:

<u>Contract Price</u>		<u>Best's Rating Classification</u>	<u>Financial Size Category</u>
From:	\$ 00.00	No Bond	No Bond
To:	\$ 50,000.00	Required	Required
From:	\$ 50,000.01	No Minimum	No Minimum
To:	\$ 100,000.01	Required	Required
From:	\$ 100,000.01	No Minimum	No Minimum
To:	\$ 500,000.00	Required	Required
From:	\$ 500,000.01	A- or better	IV or larger
To:	\$ 2,500,000.00		
From:	\$ 2,500,000.01	A- or better	V or larger or more

**(2) Circular 570**

Unless the project cost is \$500,000 or less and the surety qualifies pursuant to paragraph (3) below, regardless of the size of the bond, in addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision, II the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

**(3) (Project cost of \$500,000 or Less Notwithstanding the foregoing paragraphs (1) and (2), in the event the Contract price does not exceed \$500,000, in accordance with Section 287.093 5, Florida Statutes, bonds with a surety company in compliance with the following requirements shall be acceptable:**

- (a) The surety company is licensed to do business in the State of Florida;
- (b) The surety company holds a certificate of authority authorizing it to write surety bonds in Florida;
- (c) The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- (d) The surety company is otherwise in compliance with the provisions of the Florida insurance Code; and
- (e) The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304 to 9308.

In order to qualify as an acceptable surety company under this paragraph (3), an Affidavit for Surety Company shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

c. **ADDITIONAL OR REPLACEMENT BOND:** It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if, for any reason, such bond (because of increases in the Work or otherwise) ceases to be adequate, the CONTRACTOR shall, at its expense within five (5) days after the receipt of notice from the CITY so to do, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the CITY.

d. **FLORIDA AGENT:** The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

e. **ALTERNATE FORM OF SECURITY:** In lieu of the Common Law Performance Bond or Statutory Payment bond, CONTRACTOR may, pursuant to Section 255.05, Florida Statutes, provide an alternate form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond for which the alternative form of security is being substituted. The determination of the value of an alternative form of security shall be made by the CITY.

**General Conditions** - The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the CITY or the CITY's board member, official, officer or employee.

Except where prior written approval has been obtained hereunder, the insurance maintained by CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention. CONTRACTOR shall pay on behalf of the CITY or the CITY's board members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's board members, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR. Any remedy provided to the CITY by the insurance provided by CONTRACTOR shall be in addition to and not in lieu of any other remedy (including to, as an indemnitee of CONTRACTOR) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from responsibility to provide insurance as required by this Agreement.

CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY.

**Certificates of Insurance must be completed as follows:**

**Certificate Holder**

**City of Fort Pierce  
Attn: Purchasing Division  
100 North U.S. #1  
Fort Pierce, FL 34950**

**Additional Insured for General Liability**

**City of Fort Pierce and its board members, officials, officers and employees.**

**11. Written Authorization Required**

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

**12. 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 person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

**As to City:**  
**Paul Thomas, CBO,CFM**  
Director of Building  
100 North U.S. Hwy 1  
Fort Pierce, FL 34950  
Phone: 772-464-3195

**With a Copy To:**  
**Gelencia Carter, MPA**  
Purchasing Manager  
100 North U.S Hwy 1  
Fort Pierce, FL 34950  
Phone: 772-467-3102

**As to Contractor:**  
**Sonny J. Dukes**  
**President**  
15519 U.S. Highway 441, Suite A101  
Eustis, FL 32726  
Phone: 352-735-8285

### 13. Miscellaneous

- 13.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- 13.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 13.3 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.
- 13.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of City and Contractor.
- 13.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
- 13.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.
- 13.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless


otherwise directed by City, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

- 13.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 13.9 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.
- 13.10 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.
- 13.11 Non-Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.
- 13.12 E-Verify. Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, Contractor and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City, Contractor, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the City.

If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the affidavit during the terms of this Agreement.

The City 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 City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

**CONTRACTOR**  
**ACCURATE POWER AND TECHNOLOGY,**  
**INC.**

By: 

Name: Sonny J. Debes

Title: President

Date: 8-15-23

**CITY OF FORT PIERCE**

By: \_\_\_\_\_  
Linda Hudson, Mayor

\_\_\_\_\_ Date

**Approved as to form and correctness  
as to the City**

By: \_\_\_\_\_  
Sara K. Hedges, Interim City Attorney

Attached: **Exhibit "A" - Statement of Work**  
**Exhibit "B" - Contractor's Proposal**