

# CITY OF FORT PIERCE

## CITY COMMISSION AGENDA

Regular Meeting - Monday, December 18, 2023 - 5:05 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Reverend Tim Norton with Indian River Presbyterian Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
  - a. Approval of the Minutes from the December 04, 2023 Regular Meeting
6. **PROCLAMATIONS**
7. **LETTERS TO COMMISSION**
  - a. Letter from Pamela E. Carithers, Executive Director, Lincoln Park Main Street, thanking the following employees of the Public Works Parks & Grounds Division for their diligent work efforts toward the continued support of Christmas on Moore's Creek activities: Paul Bertram, Division Manager; JR Mead, Foreman; Kelvin Toombs, John Violo, and Marcellus Wright.
  - b. Email from Latecia Robinson commending Katherine Calderon, Community Response Executive Assistant, for providing exceptional customer service.
  - c. Email from John Fortino expressing his gratitude for the expert and professional assistance received from the Assistant Building Director Shaun Coss.
  - d. Jim Eaves wrote a post on Fort Pierce Connection thanking the City of Fort Pierce for giving residents the option of paying a parking violation fine or donating canned food worth the same amount to the Treasure Coast Food Bank.

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

- a. Approval of First Amendment to Continuing Contract for RFQ No 2019-027 for Professional Engineering Services for Engineering Design & Construction, Inc.
- b. Approve Specific Authorization No 12 to Engineering Design & Construction, Inc for the Avenue D Roadway Improvements under RFQ 2019-027 in the amount of \$15,000.
- c. Approval of the Assignment of the FDEP Grant Agreement for the FPUA Wastewater Treatment Plant Resiliency Project from the City to the FPUA.
- d. Approval of Specific Authorization No. 5 to Kimley Horn, Vero Beach, FL, for professional engineering services relating to the structural assessment of the floors of the parking garage, in an amount not to exceed \$83,725.94.

12. **PUBLIC HEARINGS**

*Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: <https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures>. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.*

- a. Legislative Hearing - Ordinance 23-062 Re-Establishing the City's Debt Limit in the Code of Ordinances. **SECOND READING**

13. **CITY COMMISSION**

- a. Resolution 23-R60 appointing Lisa Kessler to Arts & Culture Advisory Board as Commissioner Broderick's appointee.

- b. Resolution 23-R61 reappointing Caleta Scott as a commissioner on the Fort Pierce Housing Authority Board.

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

**City Commission Regular Meeting - 5:05 pm**

**5. a.**

**Meeting Date:** 12/18/2023

**Re:** Approval of the Minutes from the December 04, 2023 Meeting.

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Approval of the Minutes from the December 04, 2023 Regular Meeting

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**Attachments**

12.04.2023 Minutes

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**Form Review**

Form Started By: Latoya Ransom

Started On: 12/06/2023 09:15 AM

Final Approval Date: 12/06/2023

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, DECEMBER 04, 2023.

**1. CALL TO ORDER**

Mayor Hudson called the December 4, 2023, Regular Meeting of the City Commission to order at 5:05 P.M.

**2. OPENING PRAYER - Pastor Rick Palma with Treasure Coast Baptist Church**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Mayor Linda Hudson

Staff Present: City Clerk Linda Cox  
City Manager Nicholas Mimms  
City Attorney Sara Hedges

**5. APPROVAL OF MINUTES**

- a. Approval of the Minutes from the November 06, 2023 Regular Meeting

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the minutes of the November 06, 2023 Regular Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson  
Passed

- b. Approval of Minutes from November 24, 2023 Regular Meeting

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the November 24, 2023 Regular Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson  
Passed

**6. PROCLAMATIONS**

- a. The 100th Anniversary of Friendship Missionary Baptist Church

**8. LETTERS TO COMMISSION**

- a. Thank you card from Barry Keim, Ft. Pierce Sunrise Kiwanis President, expressing their grateful appreciation for the City of Fort Pierce's sponsorship and support of the 55th Annual Farm City Barbecue.

**9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the agenda as set.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson  
Passed

**10. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

No comments

**11. MISCELLANEOUS REPORTS**

- a. Recommendations from Arts and Culture Advisory Board seeking approval by Mayor and City Commission.

Doretha Hair Truesdell requested consent for the use of Art in Public Places funds for a mural on Indian River Drive and The Annual Highwaymen Festival.

Marsha Commond, Redevelopment Specialist, was available for questions.

The Commission inquired on how funds are acquired for projects and the projected cost of the request.

Mr. Mimms explained how funds are acquired and the projected cost of the Highwaymen Festival. The projected cost of the mural will come before the Commission at a later date.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to accept the recommendations of the Arts and Culture Board.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson  
Passed

**12. CONSENT AGENDA**

- a. Approval of Service Agreement Contract for RFP No. 2023-038, Annual Contract Professional Inspection Services in an annual amount not to exceed \$200,000.00.
- b. Approval of Service Agreement Contract for RFP No. 2023-039, Annual Contract Professional Plan Review Services, in the annual amount not to exceed \$100,000.00.
- c. Approval of travel for Commissioner Curtis Johnson to attend the FLC Legislative Action Days in Tallahassee, Florida from January 28, 2024, to January 31, 2024, in the amount of \$1565.58.

- d. Approval of travel for Mayor Hudson to attend the Legislative Action Days in Tallahassee, Florida from January 28, 2024, to January 31, 2024, in the amount of \$1565.58.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the consent agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson  
Passed

### 13. PUBLIC HEARINGS

*Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link:*

<https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures>.

*All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.*

- a. Legislative Hearing - Ordinance 23-053: Review and approval of a Voluntary Annexation by owner Jose Ubilla-Duque of Ubilla-Duque Holdings, LLC, represented by Alejandro Toro of Engineering Design & Construction, Inc. The applicant request to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near 3307 S. US. Hwy 1 in Fort Pierce, FL 34982. The proposed Future Land Use designation for the subject property is General Commercial (GC)/High Density Residential (RH), with a proposed Zoning designation of General Commercial (C-3)/Residential High (R-5). Parcel ID: 2427-601-0050-000-7 SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

#### ORDINANCE NO. 23-053

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL OF +/- 3.72 ACRES LOCATED AT OR NEAR APPROXIMATELY 3307 S US HWY 1 AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; MAINTAINING THE SAINT LUCIE COUNTY ZONING DESIGNATION OF COMMERCIAL GENERAL/RESIDENTIAL MULTI-FAMILY; MAINTAINING THE SAINT LUCIE COUNTY LAND USE DESIGNATION OF COMMERCIAL/RESIDENTIAL HIGH; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the public hearing.  
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 23-053.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

- b. Legislative Hearing - Ordinance 23-061: Review and approval of a Voluntary Annexation by owner, George Ortiz, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near 1703 Totten Road in Fort Pierce, FL 34947. The proposed Future Land Use designation for the subject property is GC, General Commercial, with a proposed Zoning designation of C-3, General Commercial. Parcel ID: 2417-323-0001-000-5 SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-061

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR APPROXIMATELY 1703 TOTTEN ROAD, FORT PIERCE, FL 34947 AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION AS GENERAL COMMERCIAL; ESTABLISHING THE LAND USE DESIGNATION GENERAL COMMERCIAL; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.  
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 23-061.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

- c. Legislative Hearing - Ordinance 23-062 Re-Establishing the City's Debt Limit in the Code of Ordinances. FIRST READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-062

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 2, ARTICLE V, FINANCE, CREATING SECTION 2-426 TO CORRECT A SCRIVENER'S ERROR AND REESTABLISH THE CITY DEBT LIMIT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Johnna Morris, Director of Finance, was available for questions.

The Commission inquired if there was a debt limit cap, the current debt amount, and the process of increasing the debt limit.

Ms. Morris explained that there is no set debt limit cap, the process that determines this limit, and the process to increase the debt limit.

The Commission will be provided with the current debt document.

Mayor Hudson opened the public hearing.  
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve Ordinance 23-062.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson  
Passed

**14. CITY COMMISSION**

**15. COMMENTS FROM THE PUBLIC**

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No public comments.

**16. COMMENTS FROM THE CITY MANAGER**

a. Reports

City Manager Nick Mimms- Commented on the City Manager's Report which included the Treasure Coast Food Bank and the Veterans Day Ceremony.

Mayor Hudson commented on the need for additional advertising of local events.

City Clerk Linda Cox – No comment

City Attorney Sara Hedges – No comment

**17. COMMENTS FROM THE COMMISSION**

Commissioner Broderick commented on his one-year anniversary and the parade.

Commissioner Curtis Johnson commented on the FLC Legislative meeting and acknowledged Alpha Phi Alpha Fraternities Founders Day.

Commissioner Gaines commented that he missed the parade and acknowledged Alpha Phi Alpha Fraternities Founders Day.

Commissioner Jeremiah Johnson thanked the City staff for their work and reported on the contribution of the downtown business.

Mayor Hudson thanked Mainstreet and the Kiwanis Club for the parade and commented on the FLC legislative conference.

**18. ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Linda Hudson adjourned the meeting at 5:35 P.M

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

**City Commission Regular Meeting - 5:05 pm**

**7. a.**

**Meeting Date:** 12/18/2023

**Re:** Letter from Pamela E. Carithers

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Letter from Pamela E. Carithers, Executive Director, Lincoln Park Main Street, thanking the following employees of the Public Works Parks & Grounds Division for their diligent work efforts toward the continued support of Christmas on Moore's Creek activities: Paul Bertram, Division Manager; JR Mead, Foreman; Kelvin Toombs, John Violo, and Marcellus Wright.

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**Attachments**

Letter

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	12/13/2023 08:08 AM
Form Started By: Jennifer Robinson		Started On: 12/12/2023 10:51 AM
Final Approval Date: 12/13/2023		



**Means Court Center**

532 N. 13<sup>th</sup> Street  
Fort Pierce, Florida 34950  
(772) 462-2481 (ph) (772)-462-2483 (fax)  
Email: [lincolnparkmainstreet@live.com](mailto:lincolnparkmainstreet@live.com)  
Website: [www.historiclpms.org](http://www.historiclpms.org)

December 11, 2023

Honorable Mayor and City Commission  
Mr. Nicholas Mimms, P.E., City Manager  
City of Fort Pierce  
100 South U.S. Highway 1  
Fort Pierce, Florida 34950

Dear Honorable Mayor and City Commission;

Lincoln Park Main Street (LPMS) Board of Directors would like to say “Thank You” to the City of Fort Pierce for your continued support of Christmas on Moore’s Creek program activities. The 8<sup>th</sup> Annual Toy Give-a-Way, Health & Wellness Festival, and the inaugural 5K Run/Walk was a huge success with the assistance of Public Works, Divisions of Parks & Grounds and Solid Waste.

The diligent work efforts of the Public Works Department made the event a smooth process. Mike Reals, Manager, Public Works directed the work activities with Parks and Grounds JR Mead, and Paul Bertram coordinated the scheduling of the tasks for the covered trailer, beautifying the cart path along Moore’s Creek from 7<sup>th</sup> Street to 15<sup>th</sup> Street on both sides (blowing and edging), dumping trash cans and replacing with fresh liners; and removing trash and mowing the land at the southwest corner of 8<sup>th</sup> Street and Avenue D. Walter Parks of Solid Waste made an effort to ensure the placement of the dumpster was secure and out of the main flow of the event. The team of Kelvin Toombs, John Violo and Marcellus Wright did an awesome job throughout the event!

Again, “Thank You” to the entire Public Works Department and the City of Fort Pierce.

Sincerely,

A handwritten signature in blue ink that reads 'P. E. Carithers'.

Pamela E. Carithers  
Executive Director

**City Commission Regular Meeting - 5:05 pm**

**7. b.**

**Meeting Date:** 12/18/2023

**Re:** Email from Latecia Robinson

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Email from Latecia Robinson commending Katherine Calderon, Community Response Executive Assistant, for providing exceptional customer service.

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**Attachments**

Email

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	12/13/2023 08:08 AM
Form Started By: Jennifer Robinson		Started On: 12/12/2023 10:56 AM
Final Approval Date: 12/13/2023		

**From:** Latecia Robinson <[l8robinson@yahoo.com](mailto:l8robinson@yahoo.com)>

**Sent:** Monday, December 11, 2023 1:48 PM

**To:** Katherine Calderon <[kcalderon@cityoffortpierce.com](mailto:kcalderon@cityoffortpierce.com)>

**Subject:** Attn Mrs Katherine Calderon Supervisor

To whom it may concern my name is Latecia Robinson and I would like the supervisor of Mrs Katherine Calderon to know that she is doing a wonderful job. She is very knowledgeable of the information that she knows. I do truly believe that she deserves a financial increasement for her job well done in my case and I'm pretty sure in many others cases.

**City Commission Regular Meeting - 5:05 pm**

**7. c.**

**Meeting Date:** 12/18/2023

**Re:** Email from John Fortino

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Email from John Fortino expressing his gratitude for the expert and professional assistance received from the Assistant Building Director Shaun Coss.

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**Attachments**

Email

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	12/13/2023 08:08 AM
Form Started By: Jennifer Robinson		Started On: 12/12/2023 01:44 PM
Final Approval Date: 12/13/2023		

**From:** jsfort238 <jsfort238@aol.com>  
**Sent:** Tuesday, December 12, 2023 11:04:33 AM  
**To:** Linda Hudson <LHudson@cityoffortpierce.com>  
**Subject:** Re: Good evening

You don't often get email from jsfort238@aol.com. [Learn why this is important](#)

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Madam Mayor,

Good morning.

Thank you so much for your reply and assistance. I spoke with Linda Cox's assistant and she referred me to Sean Coss. He really knows what is talking about, he is an expert, and he helped me with all my questions.

I commend you, and my hat off to all the people that work for you.

Again, thank you.

John Fortino

On Dec 11, 2023, at 2:54 PM, Linda Cox <lcox@cityoffortpierce.com> wrote:

Good afternoon!

The Mayor has forwarded me this email. In order for me to better help you get to the proper department, I need a bit more information. Are the charges to which you are referring the City and County Impact fees?

**Linda W. Cox, MBA, CMC, FCRM | City Clerk| City of Fort Pierce**

City Clerk's Office

Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950

<image001.png>

[Website](#) | [Facebook](#) | [Survey](#)

*"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."*

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**From:** Linda Hudson <LHudson@cityoffortpierce.com>  
**Sent:** Sunday, December 10, 2023 8:22 AM  
**To:** jsfort238 <jsfort238@aol.com>  
**Cc:** Bishop John Fortino <jsfort238@aol.com>; Linda Cox <lcox@cityoffortpierce.com>  
**Subject:** Re: Good evening

What a time you have had! I am copying city clerk, Linda Cox, who can provide direction.

Get [Outlook for iOS](#)

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**From:** jsfort238 <[jsfort238@aol.com](mailto:jsfort238@aol.com)>  
**Sent:** Sunday, December 10, 2023 12:44:49 AM  
**To:** Linda Hudson <[LHudson@cityoffortpierce.com](mailto:LHudson@cityoffortpierce.com)>  
**Cc:** Bishop John Fortino <[jsfort238@aol.com](mailto:jsfort238@aol.com)>  
**Subject:** Good evening

[You don't often get email from [jsfort238@aol.com](mailto:jsfort238@aol.com). Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Dear Mayor Linda Hudson,

This is John Fortino. I am not sure if you remember me. I am the owner of the lot at 1707 Francis CT. I am truly sorry that I write to you with this matter, but I really need your help.

We finally submitted the plans in May of this year to build. I had the drawings ready before the pandemic, but it was very hard to find a builder willing to go to Hutchinson Island from Miami. Finally we did, and then the pandemic hit us very hard. So after that, we were ready again and the immigration law from Governor DeSantis ruined the whole plan since the people willing to go had friends and workers undocumented and they decided not to.

So it took us back to square one. However thank God, the doors are opening again and now we are ready to move forward. As you may already know the lot next to ours is being built by Synergy Developers.

So we decided to give Synergy Homes a chance since they were locals and their model and prices were good. So I called them and after two months we are at the stage where we need to sign the contract. But there are few charges that Synergy is requiring and they are very very expensive and they are saying that are coming from the City.

Before we sign, I would like to clarify few issues with the building department. Would you please recommend someone in that department so I can talk to? I am planning to travel to H.I. this Tuesday and be there around 9:00 am.

That orientation from the city will help me to decide if we continue with the project or stop for good and sell the lot.

Best regards,  
John Fortino

**City Commission Regular Meeting - 5:05 pm**

**7. d.**

**Meeting Date:** 12/18/2023

**Re:** FP Connection Post

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Jim Eaves wrote a post on Fort Pierce Connection thanking the City of Fort Pierce for giving residents the option of paying a parking violation fine or donating canned food worth the same amount to the Treasure Coast Food Bank.

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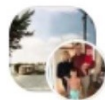
**Attachments**

Post

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	12/13/2023 11:03 AM
Form Started By: Jennifer Robinson		Started On: 12/13/2023 08:42 AM
Final Approval Date: 12/13/2023		



## **Fort Pierce Connection**



**Jim Eaves** · 32m ·

**I received parking VIOLATION in the parking lot at the south Hutchinson Island Bridge Ramp.**

**Yes I parked next to a space that I have parked I many times but now has white lines**

**So I admit I did the crime**

**The ticket was a \$50 fine**

**After wishing a thousand fleas would infest the arm pit of the parking police.**

**I noticed that there was a notice included with the ticket which would in place of giving the money to the city would allow me to purchase canned food and receive a \$2 per can credit toward my ticket up to \$50 for 25 cans.**

**The canned food will be donated to the Food Bank.**

**WELL that made me feel much better about the Ticket and the City of Ft. Pierce!!**

**So as Mary Poppins says :**

**"A spoon full of Sugar makes the Medicine Go Down"**

**Thank you Ft. Pierce for having a heart during the Christmas Season.**

**Well done whoever came up with that.**

**City Commission Regular Meeting - 5:05 pm**

**11. a.**

**Meeting Date:** 12/18/2023

**Re:** First Amendment to Continuing Contract for Professional Engineering Services  
RFQ 2019-027

**Submitted For:** Selena Griffett, Project Engineer, Engineering

---

**SUBJECT:**

Approval of First Amendment to Continuing Contract for RFQ No 2019-027 for Professional Engineering Services for Engineering Design & Construction, Inc.

**SUMMARY:**

As part of a legal review of the contract for award of a specific authorization, it was noted that insurance requirements needed to be updated and that E-Verify language would need to be included to meet new state statutes.

Legal drafted the attached First Amendment to the Continuing Contract for RFQ No 2019-027 for Professional Engineering Services for Engineering Design & Construction, Inc.

This Amendment must be approved by the City Commission prior to approval of Specific Authorization No 12

**RECOMMENDATION:**

Approve First Amendment

**ALTERNATIVES:**

Do not approve

**RESPONSIBLE STAFF:**

Selena Griffett

**COORDINATED WITH:**

City Attorney's Office

---

**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2023  
**Account:** NA  
**Amount:** NA  
**FISCAL IMPACT:**

There is no fiscal impact for this amendment.

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**Attachments**

City Attorney Memo  
First Amendment

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Finance Department	Johnna Morris	12/11/2023 10:17 AM
City Manager	Nick Mimms	12/13/2023 08:03 AM
Form Started By: Selena Griffett		Started On: 11/27/2023 01:59 PM
Final Approval Date: 12/13/2023		



TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SPECIFIC AUTHORIZATION 12 - AVENUE D ROADWAY IMPROVEMENTS (RFQ 2019-027)

CAO RLS FILE: 23-296

DATE: NOVEMBER 22, 2023

---

I have reviewed the above Request for Legal Services (RLS). The Risk Management Department included updated insurance and indemnification requirements from our Insurance Attorneys. Upon reviewing the original contract, E-Verify language was not included and is now required by state statute. Therefore, I have created a First Amendment to the original contract and uploaded it as such. It should be executed prior to the Specific Authorization.

I made slight changes to the Specific Authorization. It has been uploaded in a Track Changes version and Clean Copy version for your review. The Clean Copy version is approved as to form and correctness. It should follow the approval of the First Amendment, as you will see in the language.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.  
SH/mm

cc: Nicholas Mimms, City Manager  
Linda Cox, City Clerk

**FIRST AMENDMENT  
TO CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

This **FIRST AMENDMENT** to Continuing Contract for RFQ No. 2019-027 Professional Engineering Services is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between **the City of Fort Pierce**, Florida, a municipal corporation (the “City”) and **Engineering Design & Construction, Inc.** (“Consultant”), collectively the “Parties”.

**WHEREAS**, the Parties entered into the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services on July 23, 2020; and

**WHEREAS**, review of the terms of the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services on July 23, 2020 resulted in the need to update terms for compliance with legal requirements and insurance requirements; and

**WHEREAS**, the Parties have agreed to modifications of the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services.

**NOW, THEREFORE**, the Parties hereto, in consideration of the mutual covenants, agreements, terms, and condition herein, do agree as follows:

**SECTION 1.** The recitals set forth above are acknowledged by the parties to be true and correct are in incorporation herein by reference.

**SECTION 2.** Paragraph 12. **INSURANCE** is hereby amended and replaced to read and require as follows:

The CONSULTANT shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONSULTANT 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, CONSULTANT shall furnish the CITY with:

- (a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with 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 Fort Pierce Redevelopment Agency and the CITY of Fort Pierce and their respective members, 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 Contract, CONSULTANT 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.

To the extent CONSULTANT is permitted to and elects to sub-contract any of the work performed under this Contract, CONSULTANT will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

**Workers' Compensation Insurance/Employer's Liability Insurance**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements, other than any endorsement required by NCCI or the State of Florida. 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 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
	\$1,000,000 Disease – Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against the CITY, and their respective officials, officers and employees in the manner which would result from the attachment of NCCI's Waiver of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with the CITY, and their respective officials, officers and employees scheduled thereon.

**Commercial General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The CITY, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than 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 minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

CONSULTANT shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

**Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and 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

**Design Professional Liability**

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage

been on an occurrence basis. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Per Claim  
\$1,000,000 Per Aggregate

**Pollution Legal Liability**

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain CONSULTANT'S Pollution Liability coverage. Such insurance shall cover CONSULTANT for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

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

\$1,000,000 Per Loss  
\$2,000,000 Annual Aggregate

**Property Insurance (Builders Risk / Installation Floater)**

100% Contract Value. Such insurance shall be on a form acceptable to the CITY's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The CITY shall be included as Insureds and as Loss Payees.

**Payment Bond and Performance Bond**

CONSULTANT shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of

the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. CONSULTANT shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

Each bond shall be signed on behalf of the CONSULTANT by an individual who is duly authorized to execute the bond on behalf of the CONSULTANT. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also 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.

#### **General Conditions**

The insurance provided by CONSULTANT shall apply on a primary basis to any insurance or self insurance maintained by the CITY. Any insurance or self-insurance maintained by the CITY shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the CITY prior to being used to satisfy any of the insurance requirements contained herein. CONSULTANT shall pay on behalf of the CITY, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the CITY, or their respective officials, officers, and employees.

All policies of insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the CITY of Fort Pierce and their members, officials, officers, and employees.

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

All insurance policies provided by the CONSULTANT shall be endorsed to provide the CITY with thirty (30) days' prior written notice of cancellation.

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

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

**Certificate Holder**

**City of Fort Pierce  
Attention: Risk Manager  
100 N. U.S. Hwy 1  
Fort Pierce, FL 34954-1480**

**Additional Insured for General Liability**

**City of Fort Pierce and their respective officials, officers, and employees**

**SECTION 3.** Paragraph 13. INDEMNIFICATION is hereby amended and replaced to read and require as follows:

Except for expenses or liabilities arising from the negligence of the CITY, the CONSULTANT hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

CONSULTANT shall indemnify and hold harmless, to the maximum extent permitted by law, the CITY and their officials, officers and employees from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed by or utilized by the CONSULTANT in CONSULTANT'S performance of this Contract.

CONSULTANT'S obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

CONSULTANT'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Contract.

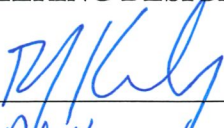
**SECTION 4.** Paragraph 39. E-VERIFY is hereby created and requires as follows:

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONSULTANT enters into a contract with a subcontractor performing work or providing services on its behalf, CONSULTANT shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> CONSULTANT shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties hereto have accepted, made and executed this First Amendment as of the date first written above and in counterparts, each of which shall be treated as an original upon the terms and conditions above stated.

**CONSULTANT:  
ENGINEERING DESIGN & CONSTRUCTION, INC.**

By:   
Print: R. Kennedy  
Title: President  
Date: 11-27-2023

**ATTEST:**

**CITY OF FORT PIERCE:**

\_\_\_\_\_  
Linda Cox, City Clerk

\_\_\_\_\_  
Linda Hudson, Mayor

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
Sara Hedges, City Attorney

**City Commission Regular Meeting - 5:05 pm**

**11. b.**

**Meeting Date:** 12/18/2023

**Re:** Specific Authorization No 12 for Avenue D Roadway Improvements (RFQ 2019-027)

**Submitted For:** Selena Griffett, Project Engineer, Engineering

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**SUBJECT:**

Approve Specific Authorization No 12 to Engineering Design & Construction, Inc for the Avenue D Roadway Improvements under RFQ 2019-027 in the amount of \$15,000.

**SUMMARY:**

The City received a Governor's State Appropriation Grant for the construction of improvements to Avenue D. FDOT is administering the distribution of these funds and will require the City to meet specific requirements for reimbursement. Specific Authorization No 7 issued to Engineering Design & Construction Inc (EDC) did not include meeting these additional requirements of FDOT/State funding. Staff has worked with EDC to ensure the final submittal will address FDOT needs and Specific Authorization No 12 addresses these items.

Since the Purchase Order related to Specific Authorization No. 7 has been expended and is expired, staff requests authorizing Specific Authorization 12 (attached) to create a new Purchase Order in the amount of \$15,000.00.

**RECOMMENDATION:**

Approve Specific Authorization No 12

**ALTERNATIVES:**

Do not approve

**RESPONSIBLE STAFF:**

Selena Griffett

**COORDINATED WITH:**

City Attorney's Office  
Consultant

---

**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2023  
**Account:** 114-1111-563-210  
**Amount:** \$15,000.00  
**FISCAL IMPACT:**

The funds will be allocated from the Infrastructure Surtax account.

---

### **Attachments**

Specific Authorization No 12  
City Attorney Memo  
Original Contract RFQ 2019-027  
Specific Authorization No 7 (expired)  
Exhibit A for Specific Authorization 12

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### **Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Finance Department	Johnna Morris	12/11/2023 10:17 AM
City Manager	Nick Mimms	12/13/2023 08:03 AM
Form Started By: Selena Griffett		Started On: 11/27/2023 03:45 PM
Final Approval Date: 12/13/2023		

**SPECIFIC AUTHORIZATION NO. 12  
AVENUE D ROADWAY RECONSTRUCTION  
(29<sup>TH</sup> STREET TO US HIGHWAY 1)  
PROFESSIONAL SERVICES**

**SCOPE OF SERVICES**

Pursuant to the Continuing Contract for RFQ No. 2019-027 – Professional Engineering Services between the **City of Fort Pierce** (hereinafter referred to as “CITY”) and **Engineering Design and Construction, Inc.** (hereinafter referred to as “ENGINEER”) dated the 23rd day of July 2020 and the First Amendment thereto dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (hereinafter collectively referred to as the “AGREEMENT”), CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to Avenue D Roadway Reconstruction Improvements project, hereinafter referred to as the “Project”.

**Section 1 - Scope of Work and Schedule of Services**

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for the preparation of construction plans in support of the design and bidding of improvements to Avenue D. The proposed services and scope of work are more particularly described in Exhibit “A”, which is attached hereto and incorporated by reference herein.

**Section 2 - Deliverables**

ENGINEER shall provide the following deliverables to the CITY as list below and described in Exhibit “A”, which is attached hereto and incorporated by reference herein:

100% Construction Plans	30 Days from NTP
-------------------------	------------------

**Section 3 - Method and Amount of Compensation**

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit “A”, which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$15,000.00

**SPECIFIC AUTHORIZATION NO. 12  
AVENUE D ROADWAY IMPROVEMENTS (29TH STREET TO US1)  
PROFESSIONAL SERVICES**

**Section 4 - CITY's Responsibilities**

CITY hereby designates the City Engineer or his designee as CITY's representative for matters related to this AUTHORIZATION.

**Section 5 - Other Provisions**

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.


**IN WITNESS WHEREOF**, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

**CITY OF FORT PIERCE, FLORIDA:**

By: \_\_\_\_\_  
Nicholas C. Mimms, P.E., ICMA-CM  
City Manager

Date: \_\_\_\_\_

**ENGINEERING DESIGN & CONSTRUCTION, INC.**

By:  \_\_\_\_\_  
Roderick Kennedy, P.E., President

Date: 11/27/2023

**APPROVED AS TO FORM & CORRECTNESS:**

By: \_\_\_\_\_  
Sara Hedges, City Attorney

Date: \_\_\_\_\_



TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SPECIFIC AUTHORIZATION 12 - AVENUE D ROADWAY IMPROVEMENTS (RFQ 2019-027)

CAO RLS FILE: 23-296

DATE: NOVEMBER 22, 2023

---

I have reviewed the above Request for Legal Services (RLS). The Risk Management Department included updated insurance and indemnification requirements from our Insurance Attorneys. Upon reviewing the original contract, E-Verify language was not included and is now required by state statute. Therefore, I have created a First Amendment to the original contract and uploaded it as such. It should be executed prior to the Specific Authorization.

I made slight changes to the Specific Authorization. It has been uploaded in a Track Changes version and Clean Copy version for your review. The Clean Copy version is approved as to form and correctness. It should follow the approval of the First Amendment, as you will see in the language.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.  
SH/mm

cc: Nicholas Mimms, City Manager  
Linda Cox, City Clerk



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

*Florida*

July 30, 2020

**Engineering Design & Construction, Inc.**

10250 SW Village Parkway, Suite 201

Port St. Lucie, FL 34987

Attn: Roderick J. Kennedy, P.E., President

**RE: RFQ.NO. 2019-027 ~ Professional Engineering Services**

Dear Mr. Kennedy:

We are herewith enclosing one completely executed copy of subject agreements for your files, for **Professional Engineering Services**. Purchase Orders will be issued for each of the services on a project by project basis.

Please refer all correspondence pertaining to this project to Jack Andrews, City Engineer, as he will be in charge of this job.

Sincerely,

**CITY OF FORT PIERCE**

*Latonya Hubbard*

---

Latonya Hubbard  
Purchasing Agent

/lh

Distribution: Jack Andrews, City Engineer (Memo Letter Only)  
Julie Bye, Executive Assistant  
File



## NOTICE TO AWARD

**Date:** June 23, 2020

**To:** Engineering Design & Construction, Inc.  
10250 SW Village Parkway, Suite 201  
Port St. Lucie, FL 34987  
Attn: Roderick J. Kennedy, P.E., President

**Re:** Professional Engineering Services, RFQ No. 2019-027

**Date of Bid Opening:** 3:00PM, Tuesday, November 5, 2019

**Commission Approval:** Monday, February 18, 2020

---

You are hereby notified that The Fort Pierce City Commission awarded the subject proposal noted above to your firm. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

<u>Copies</u>	<u>Item</u>
2	Notice of Award
2	Agreement between City and Contractor
2	Non-Collusion Affidavit for Prime Bidder
2	Certification of Non-Segregated Facilities
2	Drug Free Workplace Form

Please take the following actions:

1. Execute Agreement and Notice of Award.
2. Have your insurance company complete Certificates of Insurance and Endorsements, as stated in Section 12 of the agreement,
4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage.
5. Return two (2) sets of the documents enclosed within ten (10) days after receipt to:

**Mailing Address:**  
CITY OF FORT PIERCE  
Purchasing Division, Room 101  
Post Office Box 1480  
Fort Pierce, FL 34954-1480

**Delivery Address:**  
CITY OF FORT PIERCE  
Purchasing Division, Room 101  
100 North U.S. #1  
Fort Pierce, FL 34950

The contract documents 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.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference or mail to your attention.

**OWNER:**

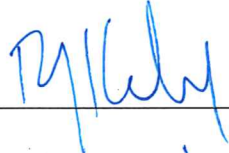
**CITY OF FORT PIERCE**  
P.O. Box 1480  
Fort Pierce, Florida 34954-1480

BY:   
Gelencia Carter, M.P.A.  
Purchasing Manager

Date: 6-23-20

**ACKNOWLEDGE RECEIPT OF NOTICE:**

**CONTRACTOR:**  
**ENGINEERING DESIGN & CONSTRUCTION, INC.**

BY:   
President

Title

6-29-20

Date

**END OF SECTION**

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

THIS CONTRACT is made as of the 23<sup>rd</sup> day of July, 2020 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **ENGINEERING DESIGN & CONSTRUCTION, INC.**, hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on **February 18, 2020**, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Contract" or "Agreement"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

**1. SERVICES**

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of professional engineering services.

**2. TERM**

The term of the Contract shall be for a period of five (5) years beginning on the date first written above.

**3. TECHNICAL AND PROFESSIONAL SERVICES**

It shall be the responsibility of the Consultant to work with the City to provide professional engineering services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

**4. PERIOD OF SERVICE; WORK AUTHORIZATIONS**

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

assignment basis. The City reserves the right to select the respective consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

**5. TIME OF PERFORMANCE**

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

**6. COMPENSATION**

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City.

**7. GENERAL CONDITIONS**

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

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B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

**8. TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

**9. DEFAULT/TERMINATION**

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

- 1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- 2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.
- 3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

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**B. WITHOUT CAUSE**

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

**10. SUBCONSULTANTS AND SUBCONTRACTORS**

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor or professional associate.

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Contract.

**11. FEDERAL AND STATE TAX**

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**12. INSURANCE**

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

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**A. EVIDENCE OF INSURANCE**

Consultant 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. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement CONSULTANT shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required. CONSULTANT may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

**B. DESCRIPTION OF REQUIRED INSURANCE**

CONSULTANT shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

**1) Workers' Compensation/Employer's Liability Insurance.**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate,

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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 waive the insurer's right to subrogate against CITY, and its officials, officers 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 its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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
	\$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation

CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

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

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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4) Professional Liability

Such insurance shall be on a form acceptable to CITY and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by CONSULTANT shall be endorsed to provide CITY with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of \$10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

\$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by CONSULTANT shall apply on a primary basis to any insurance or self-insurance maintained by CITY. Any insurance, or self-insurance, maintained by CITY shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT.

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Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, CITY may permit the application of a deductible or permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, CONSULTANT shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

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

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

**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 on the Commercial General Liability**

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

**13. INDEMNIFICATION**

The Consultant covenants and agrees at all times to save, hold, and keep harmless the City, its Officials, Employees, and Agents, and indemnify the City, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Consultant's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

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It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Consultant, without exemption, shall indemnify and hold harmless, the City, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the City the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

**14. ASSIGNMENT**

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

**15. PUBLIC RECORDS**

A. City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

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

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C. Upon request from City's custodian of public records, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

D. 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 Consultant does not transfer the records to City.

E. Upon completion of the Contract, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant 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 systems of City.

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

**16. CONFLICT OF INTEREST**

The Consultant 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. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant.

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The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

**17. EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control, (all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. Financial difficulty shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

**18. PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

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**20. INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

**21. ATTORNEYS' FEES AND COSTS**

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

**22. VERIFICATION OF EMPLOYMENT STATUS**

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

**23. PROHIBITION AGAINST CONTINGENT FEES**

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

**24. AUDIT**

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit

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examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

**25. NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant 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 bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

**26. AUTHORITY TO PRACTICE**

The City represents that it is a political subdivision of the State of Florida with the authority to engage the Consultant and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

**27. SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**28. COMPLETE AGREEMENT**

This Agreement states the entire understanding between the parties and supersedes any prior written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and

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signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

**29. AMENDMENT**

This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto.

**30. MODIFICATIONS OF WORK**

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

- A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- B. Notify the City of any estimated change in the completion date, and
- C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

**31. 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

**City:**  
City of Fort Pierce  
Attn: Purchasing Department  
P.O. Box 1480  
Fort Pierce FL 34954-1480

**Consultant:**  
**Engineering Design & Construction**  
Attn: Roderick J. Kennedy, P.E., President  
10250 SW Village Parkway, Suite 201  
Port St. Lucie, FL 34987

Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery

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is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

**32. INTERPRETATION; CAPTIONS AND HEADINGS**

This Agreement shall be interpreted as a whole unit. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

**33. WAIVER**

No waiver by the City of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

**34. COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors and assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

**35. GOVERNING LAW; VENUE**

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

**36. DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant 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. A City Administrator shall decide any dispute which is not resolved by mutual agreement. The decision of the City Administrator shall be in writing and shall be final and conclusive unless determined by a court of competent

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jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

**37. MEDIATION**


Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for City. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

**38. ANTITRUST ASSIGNMENT**

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

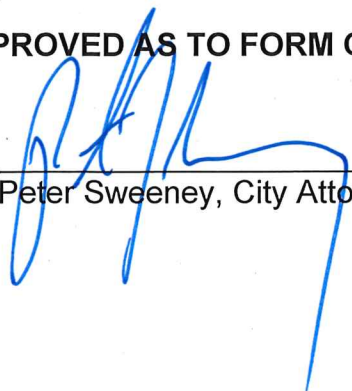
**ATTEST:**

  
\_\_\_\_\_  
Linda Cox, City Clerk

**CITY OF FORT PIERCE:**

  
\_\_\_\_\_  
Linda Hudson, Mayor

**APPROVED AS TO FORM CORRECTNESS:**

By:   
\_\_\_\_\_  
Peter Sweeney, City Attorney

CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES

CONSULTANT:  
ENGINEERING DESIGN & CONSTRUCTION, INC.

By: 

Print: Roderick J. Kennedy

Title: President

Today's Date: June 29, 2020



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT  
*Florida*

# CONTRACT FORMS

Please complete and forward  
along with the agreement.



THE SUNRISE CITY  
**FORT PIERCE**  
 PURCHASING  
 DEPARTMENT

Florida

**NON-COLLUSION AFFIDAVIT  
 FOR PRIME BIDDER**

STATE OF Florida

COUNTY OF St. Lucie

Roderick J. Kennedy, being first duly sworn, deposes  
 and says:

That he is President  
 (a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Engineering Design + Construction, Inc.  
 (Firm Name)

By: [Signature]

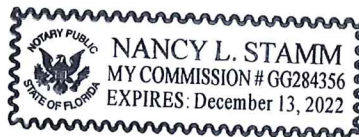
Title: President

Subscribed and sworn to before me this 29  
 day of, June 2020.

[Signature]  
 Notary Public

My Commission expires: (Seal)

12/13/2022





THE SUNRISE CITY  
**FORT PIERCE**  
 PURCHASING  
 DEPARTMENT

*Florida*



## CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: June 29, 2020

Official Address (Including Zip Code):

Engineering Design + Construction, Inc.  
10250 SW Village Parkway, Suite 201  
Port St. Lucie, FL 34987

By: [Signature]

Roderick J. Kennedy Name

President Name (Typed or Printed)

Title



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

Florida

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Engineering Design + Construction, Inc. does:  
(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

June 29, 2020

Date





**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) The charge for this endorsement shall be 2.0 percent of the policy premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/20/2019  
Insured ENGINEERING DESIGN & CONSTRUCTION, INC.  
Policy No. Z066296216 FSMG  
Policy Period 08/20/2019 To 08/20/2020  
Issued On 06/21/2019

ZENITH INSURANCE COMPANY - 13145



PRESIDENT

At Orlando, FL

Endorsement No. 11

WC-00-03-13  
(Ed. 04-98)

Agent Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF LOCATION AND PROJECT AGGREGATE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

2. The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

COMMERCIAL GENERAL LIABILITY  
55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

**A. Under SECTION II - WHO IS AN INSURED, the following is added:**

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

- 1... If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

**B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:**

1. The following provision is added to **4. Other Insurance:**

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

**Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

3) Being disposed of, stored, treated or processed into or upon the "auto";

(b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or

(c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.

c. (1) (a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

c. (1) (b) and c. (1) (c) above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".

(2) That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to any insured; or

(2) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract".
- (2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

#### Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED**, is deleted and replaced by the following:

#### SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

- a. You.
- b. Your partners if you are designated in the Declarations as a partnership or a joint venture.
- c. Your members if you are designated in the Declarations as a limited liability company.
- d. Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.

- b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
  - (1) Such person; or
  - (2) Any partner or "executive officer" of yours or a member of his or her household; or
  - (3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- d. The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

#### Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

#### Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

#### SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".

(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".

(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

### 3. BROADENED SUPPLEMENTARY PAYMENTS

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** and **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

Paragraph 4., the amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

### 4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04,**

is not attached to this policy, then the following is added to **SECTION III - LIMITS OF INSURANCE:**

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

### 5. PERSONAL INJURY EXTENSION

a. If the endorsement **EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350,** is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION,** does not apply.

b. If the endorsement **EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350,** is not attached to this policy, then under **SECTION V - DEFINITIONS, 15. "Personal injury"** is deleted and replaced by the following:

**15. "Personal injury"** means, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy; or
- f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

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**6. BROADENED KNOWLEDGE OF OCCURRENCE**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, the following paragraph is added:

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

- a. To you; or
- b. To any officer, director, partner, risk manager or insurance manager of yours.

**7. DAMAGE TO PREMISES RENTED TO YOU**

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, a. Limits of Insurance.**

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

- (1) "Property damage" to:
  - (a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
  - (b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

- (2) "Property damage" caused by or resulting from any of the following:

- (a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- (b) Cracking, settling, expansion or shrinking;
- (c) Smoke or smog;
- (d) Birds, insects, rodents or other animals;
- (e) Wear and tear;
- (f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- (g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

- 1) You make a reasonable effort to maintain heat in the building or structure; or
- 2) You drain the equipment and shut off the water supply if the heat is not maintained.

- (3) "Property damage" caused directly or indirectly by any of the following:

- (a) Water that backs up from a drain or sewer;
- (b) Mud flow or mudslide;
- (c) Volcanic eruption, explosion or effusion;
- (d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- (e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;

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(f) Water under the ground surface pressing on, or seeping or flowing through:

- 1) Walls, foundations, floors or paved surfaces;
- 2) Basements, whether paved or not; or
- 3) Doors, windows or other openings.

(4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

**a. Limits of Insurance**

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, paragraph 6. is deleted and replaced by the following:

6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

b. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, paragraph b., the word fire is amended to include fire, lightning, explosion, smoke or water damage.

**8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional

insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

- (1) "Bodily injury";
- (2) "Property damage";
- (3) "Personal injury"; or
- (4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following is added to **SECTION III - LIMITS OF INSURANCE**:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. This provision is subject to the following additional exclusions, applicable to this provision only:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
- c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

#### 10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II - WHO IS AN INSURED**, Paragraph 4. is deleted and replaced by the following:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or

form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### 11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2020

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).

<b>PRODUCER</b> Moberly Insurance Solutions, Inc 501 SE Port St. Lucie Blvd.  Port St. Lucie FL 34984	<b>CONTACT NAME:</b> Dave Moberly <b>PHONE (A/C, No, Ext):</b> (772) 878-8497 <b>FAX (A/C, No):</b> (772) 878-8867 <b>E-MAIL ADDRESS:</b> service@moberlyins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> PROGRESSIVE <span style="float: right;">NAIC # 24252</span>	
<b>INSURER B :</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			06109438-0	04/26/2020	04/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Fort Pierce Attn: Purchasing Department PO Box 1480 Fort Pierce FL 34954-1480	<b>CANCELLATION</b>  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  
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## SPECIFIC AUTHORIZATION NO. 7

### AVENUE D ROADWAY RECONSTRUCTION (INDIAN RIVER DRIVE TO 29<sup>TH</sup> STREET)

#### PROFESSIONAL SERVICES

##### SCOPE OF SERVICES

Pursuant to the continuing agreement related to “RFQ No. 2019-027 – Engineering Services” (hereinafter referred to as “AGREEMENT” between the **City of Fort Pierce** (hereinafter referred to as “CITY”) and **Engineering Design and Construction, Inc.** (hereinafter referred to as “ENGINEER”) dated the 1<sup>st</sup> day of August 2020, CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to the Avenue D Roadway Reconstruction project, hereinafter referred to as the “Project”.

##### **Section 1 - Scope of Work and Schedule of Services**

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for the preparation of engineering plans and specification package to support the design and bidding of improvements to Avenue D between Indian River Drive and 29<sup>th</sup> Street. The proposed services and scope of work are more particularly described in Exhibit “A”, which is attached hereto and incorporated by reference herein.

##### **Section 2 - Deliverables**

ENGINEER shall provide the following deliverables to the CITY as list below and described in Exhibit “A”, which is attached hereto and incorporated by reference herein:

60% Design Drawings	16 Weeks from NTP
100% Design Drawings	20 Weeks from NTP

##### **Section 3 - Method and Amount of Compensation**

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in Exhibit “A”, which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$92,575.00

**SPECIFIC AUTHORIZATION NO. 7**

**AVENUE D ROADWAY RECONSTRUCTION (INDIAN RIVER DRIVE TO 29<sup>TH</sup> STREET)**

**PROFESSIONAL SERVICES**

**Section 4 - CITY's Responsibilities**

CITY hereby designates the City Engineer or his designee as CITY's representative for matters related to this AUTHORIZATION.

**Section 5 - Other Provisions**

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

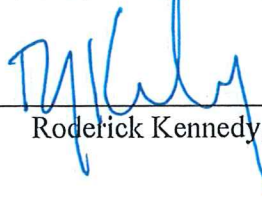
**IN WITNESS WHEREOF**, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

**CITY OF FORT PIERCE, FLORIDA:**

By:   
Linda Hudson, Mayor

Date: 11/15/2021

**ENGINEERING DESIGN & CONSTRUCTION, INC.**

By:   
Roderick Kennedy, P.E., President

Date: 10-14-21

**APPROVED AS TO FORM & CORRECTNESS:**

By:   
Tanya Earley, City Attorney

Date: 10/25/2021

# EXHIBIT "A"



October 12, 2021

City of Fort Pierce  
Attn: Tracy Telle, Assistant City Manager  
100 North US 1  
Fort Pierce, FL 34950

via e-mail: [ttelle@cityoffortpierce.com](mailto:ttelle@cityoffortpierce.com)

**Subject: Proposal for Professional Services associated with Civil Design Associated with a portion of Avenue D – Fort Pierce, FL**


To Whom it May Concern:

We appreciate the opportunity to submit the following proposal for professional services regarding design services associated with approximately 1.85 mile +/- of Avenue D from 29 Street to Indian River Drive in Fort Pierce, FL.



This proposal includes design services associated with roadway improvements that includes paving, mill & overlay, grading, curbing, drainage, striping, signage and pedestrian connectivity for the entire alignment. The proposal also includes design services for landscaping, lighting, and irrigation for a limited portion between US-1 and Indian River Drive. Pursuant to your email dated September 22, 2021, the scope of service will include deliverables at the 60% and 100% design stage. Permitting of proposed improvements is not include as part of this proposal. Per coordination with the City, we understand this project scope WILL NOT include services for water, wastewater, and communication utility design (to be provided by FPUA). However, we will provide coordination with FPUA on relocating existing overhead electrical (poles) to underground between US-1 and Indian River Drive. It is assumed the as-built drawings provide by the City of Fort Pierce may be used for design of improvements between 25<sup>th</sup> Street and US-1. If you agree with the proposed tasks please sign and return to me as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,  
**ENGINEERING DESIGN & CONSTRUCTION, INC.**

  
Roderick Kennedy, P.E.  
President

# EXHIBIT "A"

## SCOPE OF PROFESSIONAL SERVICES

For

### AVENUE D (29<sup>TH</sup> STREET TO INDIAN RIVER DRIVE)

1. **TEAM / AGENCY MEETINGS AND SITE VISIT:** CONSULTANT will attend periodic development meetings with the CLIENT and team to discuss the schedule and progress of the work. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies. The includes coordination with the Florida East Coast Railway (FEC) for work around the existing railroad tracks. The task includes coordination with FPUA for relocation of existing overhead electrical (poles) being converted to underground between US-1 and Indian River Dr. This task includes a field walkthrough by the CONSULTANT during the design phase to note existing features and design constrains for the proposed improvement.

**Time & Expense: \$ 5,200.00**

2. **CONSTRUCTION PLANS:** Based on the CLIENT-approved final roadway layout, the CONSULTANT will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the paving, grading, drainage and erosion control for the proposed improvements to a 1.85 mile portion of Avenue D. The design will include the following:

Avenue D – U.S. Highway 1 to 29th Street (Original plans available for the existing R/W improvements between US 1 and 25th Street):

- a) Mill and resurface existing roadway 1-1/4"
- b) Thermoplastic striping (double yellow centerline, on-street parking re-striping, etc.)
- c) Removal of all brick paver crosswalks and the installation of new stamped asphalt crosswalks.

Avenue D – U.S. Highway 1 to Indian River Drive:

- a) Complete roadway reconstruction (design to include roadway reconstruction, curb & gutter, sidewalks, drainage, landscaping, irrigation, and street lighting). The street lighting shall be the City approved Sternberg light fixture and pole.
- b) Coordination with FPUA as the electric will be converted from overhead to underground and they will be designing a new layout for water and sewer upgrades.

The plans will meet the requirements of the CLIENT and relevant agencies, and will include the following: cover sheet, horizontal control, paving, grading, drainage, signage pavement markings, and associated details and short-form specifications. Construction plans will be submitted to the CLIENT upon 60% completion and 100% completion. All comments will be incorporated into the final set of documents.

**Roadway Construction Plans Lump Sum: \$52,500.00**  
**Landscape Plans US-1 to Indian River Dr Lump Sum: \$3,925.00**  
**Irrigation Plans US-1 to Indian River Dr Lump Sum: \$2,150.00**

## EXHIBIT "A"

3. **DRAINAGE APPROVAL AND PIPE SIZING CALCULATIONS:** CONSULTANT will prepare drainage calculations and submit to the City of Fort Pierce Engineering Department for approval. The calculations will be prepared to meet the requirements of the State and Local guidelines. This task includes pipe sizing for the on-site drainage network between US-1 and Indian River Drive.

**Lump Sum: \$ 3,250.00**

4. **COST ESTIMATE:** CONSULTANT will prepare an Engineer's Estimate of Probable Cost for the construction of the civil aspects of the project. The estimate will be prepared as one complete document for the CLIENT's budgeting purposes and provided in a spreadsheet format. This estimate is also used for submittal to the City of Fort Pierce.

**Lump Sum: \$ 2,850.00**

5. **SPECIAL PURPOSE SURVEY (AVENUE D ROUTE TOPO):** CONSULTANT will prepare a Route Topographic Survey of the Avenue D ROW in Fort Pierce between 25<sup>th</sup> Street and 29<sup>th</sup> Street and between US-1 and Indian River Drive. The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The survey will include:

1. The survey consists of a +/-1,450 Lf Route Survey;
2. Determinations of the right of way;
3. The survey will consist of ground shots at 100' cross sections;
4. Elevations are relative to the North American Vertical Datum of 1988 (NAVD 88);
5. Location size, top and invert elevations of existing on-site drainage structures that are apparent and can be readily measured;
6. Location and elevations of the existing ditches;
7. Location of existing above ground utilities and/or flagged by others;
8. Placement of four (4) benchmarks within the Project.
9. CONSULTANT will locate and mark underground utilities utilizing Electromagnetic and Ground Penetrating Radar. (4 hour minimum). Scope: Locate within the ROW of Avenue D in Fort Pierce between 25th Street and 29th Street and between US-1 and Indian River Drive. The locates also include 50' north and south and 20' east and west of the ROW line on Avenue D.

**Lump Sum: \$ 15,450.00**

6. **PREPARATION OF PHOTOMETRIC PLANS:** CONSULTANT will prepare photometric plans as required requested by the City of Fort Pierce of approximately 980 ft of Avenue D between US-1 and Indian River Drive in Fort Pierce. This scope includes power and photometric design for new Roadway Lighting, Pole boxes, and Fort Pierce Utilities Authority coordination (utilizing City of Fort Pierce Approved Fixtures). CONSULTANT will provide the following services as part of this task:

- (a) Coordinate with CLIENT to establish design criteria for site lighting photometrics.
- (b) Site Lighting Layout showing photometric light values, pole locations, and fixture types.
- (c) Coordinate and conform to applicable Building Codes and building departments.
- (d) Pole Boxes and electrical wiring / Circuitry design.
- (e) Responses to city review comments, if required.
- (f) Shipping / delivery of signed and sealed permit drawings.

## EXHIBIT "A"

- (g) Railroad intersection lighting coordination.
- (h) FDOT review not included.

SITE LIGHTING CERTIFICATION, if required at end of project, is not included in the scope or fees quoted herein, and will be an additional fee of: \$850.00 (if required)

**Lump Sum: \$ 2,600.00**

7. **GEOTECHNICAL EXPLORATION:** Based on our experience with subsurface conditions in the general site vicinity and our understanding of the proposed improvements, we propose to perform the following exploration program:

- The proposed scope will be performed between US-1 and Indian River Drive (980 LF) only.
- Coordinate the location of underground utilities
- Coordinate MOT as needed to complete the field work.
- Perform six (6) asphalt cores at locations within the roadway travel lanes so as to determine the thicknesses of the various elements in the existing pavement sections (i.e. asphaltic concrete wearing surface, base course, and subgrade) to depths of about 2-3 feet below the asphalt surface. The cores will be performed using a 4-inch (I.D.) diamond-tipped core barrel.
- Complete a 5-7-ft deep hand auger boring within each pavement core.
- Backfill the boreholes and cored areas with accumulated soils cuttings and fill the core holes with asphaltic "cold-patch" material.
- Prepare a subsurface exploration report incorporating the data obtained during the field and laboratory programs, and provide recommendations relative to the proposed improvements.

Please note that no laboratory testing (proctor, Limerock Bearing Ratio, gradation, etc.) is proposed herein. As such, AACE will use visual observations and our experience to estimate the quality of the surficial base course/subgrade materials relative to their compliance with typical requirements for such materials. Further, no asphalt testing (e.g. extraction/gradation, binder content, etc.) is proposed herein. If such testing is desired, we would be pleased to prepare a supplemental proposal (or revise this proposal) to include this work.

**Lump Sum: \$ 4,650.00**

**Total Contract: \$ 92,575.00**

# EXHIBIT "A"

## SCOPE OF PROFESSIONAL SERVICES

For

### AVENUE D (29<sup>TH</sup> STREET TO INDIAN RIVER DRIVE)

**1. Not Included:** The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application Fees or Permitting Services.
- Utility Design.
- Landscape and Irrigation Design.
- Street Lighting Design.
- Services During Construction or Project Certification.
- Construction bidding services.
- Utility Sketch & Descriptions.
- Construction staking and surveying services (Typically contracted through contractor).
- Only task shown is being provided.

**2. Invoices:** Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate elements. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portion of said invoice, the CLIENT must notify the CONSULTANT in writing within ten (10) business days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within ten (10) business days it shall constitute approval of invoice by the CLIENT. All money owed to CONSULTANT for services rendered is due and payable within thirty (30) days of CLIENT being submitted an invoice, regardless of whether Contractor has been paid by property owner. Payments not received within thirty (30) days of invoice issue will be subject to a 1½ % interest charge per month eighteen percent (18%) per annum compounding interest. Retainers are forfeited if project activity ceases for a period of 180 days.

**3. Attorney's Fees and Costs / Dispute Resolution:** CLIENT agrees to pay all reasonable attorney's fees and costs associated with CONSULTANT enforcing any provision of this Contract, including, but not limited to, payment for services rendered. Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Florida without regard to the laws of any other jurisdiction wherein any party resides or performs any duties hereunder or where any violation of this Agreement occurred. Any claim arising out of collection activities for monies due under this Agreement shall be brought exclusively in the circuit or county courts of St. Lucie County and the parties hereby submit to personal jurisdiction in the State of Florida and to venue in St. Lucie County.

**4. Contract Limits:** This proposal is valid for a period of 60 days from the date of the CONSULTANT's signature. A CLIENT signed response received after the 60-day time period will be considered void. The CONSULTANT will re-submit the proposal with any necessary revisions for consideration by the CLIENT before any work begins. Work begins when the CONSULTANT receives a complete, original, signed agreement and any required retainer. The captions contained in this Agreement are for informational purposes only and are of no legal effect. They shall not be used to interpret or construe the provisions of this Agreement.

**5. Documents:** All original work shall be the property of the CONSULTANT. All documents furnished by the CONSULTANT are instruments of this service. Reproducible copies will be given to the CLIENT, at his request, if the CLIENT has satisfied all of its obligations under this Agreement. Any use or reuse of the original, or altered computer files by the CLIENT or others without written verification by CONSULTANT or other adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle CONSULTANT to additional compensation at the current time and expense rate.

**6. Limits of Liability:** The CLIENT shall, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, indemnify and hold CONSULTANT harmless from any and all claims, losses, damages, suits, liability, demands or costs arising out of or resulting there from. The CONSULTANT or his consultants, agents, representatives or employees shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary, lost profits, other costs due to changing conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications, arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services.

**7. Cost Estimates:** The CLIENT hereby acknowledges that the CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by the CONSULTANT will not vary from actual costs incurred by the CLIENT.

**8. Construction Services:** Should Construction Administration Services be provided to the CLIENT by the CONSULTANT, it is understood that this service includes periodic observation of the contractor's work. The CONSULTANT does not, and shall not, act as a construction manager to direct and supervise the work being performed. Furthermore, the CONSULTANT shall not be held liable for specific construction errors or deficiencies not observed during any periodic observation of the contractor's work. In addition, the CONSULTANT will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents. The CLIENT also agrees to indemnify and hold the CONSULTANT harmless for unsafe construction practices performed by the Contractor.

# EXHIBIT "A"

**9. Severability:** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**10. Remedies Not Exclusive:** All rights, duties and obligations of the parties are in addition to, and not substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided in this Agreement, or presently or hereafter existing. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

**11. Non-Waiver of Contractual Rights:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

**12. Termination:** The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this agreement for non-payment of invoices. CONSULTANT shall be compensated for all services performed to the termination date together with expenses then due and all termination expenses.

**13. Advice of Counsel:** Each party acknowledges that it has reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to seek advice of an attorney of their choice. Each party agrees that they have executed this Agreement freely and voluntarily and believes this Agreement to be fair, just and reasonable.

~~**14. Advertising:** The CONSULTANT retains the right to post a Company sign on the subject property once planning and civil design commence. The sign will be no larger than 3' by 4' and include the CONSULTANT's name, Company description, and phone number. All costs to create and install the design will be solely incurred by the CONSULTANT. The sign will be located in a convenient unobtrusive location and will be removed once the project is complete.~~

**15. Schedule of Hourly Charges:**

PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR .....	\$ 175.00
SENIOR PROJECT MANAGER .....	\$ 160.00
DRONE TECHNOLOGY .....	\$ 140.00
SURVEY CREW .....	\$ 135.00
PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR) .....	\$ 135.00
PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST .....	\$ 110.00
INSPECTOR / ENVIRONMENTAL FIELD/INTERIOR DESIGNER .....	\$ 90.00
CADD TECH .....	\$ 85.00
EXPERT WITNESS .....	\$ 300.00
ADMINISTRATIVE STAFF / CLERICAL .....	\$ 45.00

~~**16. Reimbursable Expenses:** Please note, submitted invoices will also include five (5%) service charge to cover items including mileage, postage, copies, and other administrative costs. Other direct expenses including out of region travel expenses, out of office reproduction or photographic services, special mailing or delivery services, contract services authorized by the CLIENT, sub-consultant fees, permit fees authorized by the CLIENT, legal advertisements and notices, and special materials will be the responsibility of the CLIENT. A fifteen percent (15%) handling and administrative charge will be added to the above mentioned "other direct expenses".~~

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this Agreement the day and year indicated below. By execution of this Agreement, both the CLIENT and the CONSULTANT agree to the conditions reflected in the attached proposal including the Special Provisions.

As to **CONSULTANT**  
Engineering Design & Construction, Inc.

As to **CLIENT**  
City of Fort Pierce

  
\_\_\_\_\_  
Roderick Kennedy, P.E., President

\_\_\_\_\_  
Name/Title:

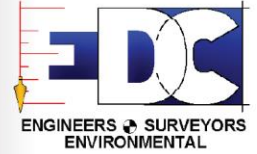
Dated: October 12, 2021

Dated: \_\_\_\_\_

Client Billing Name: \_\_\_\_\_

Client Billing Address: \_\_\_\_\_

Billing Email Address: \_\_\_\_\_



Attention: Jack Andrews, P.E., City Engineer

10/10/2023

**PURCHASE ORDER ADDITION(S) BETWEEN  
CLIENT AND ENGINEERING DESIGN & CONSTRUCTION, INC.**

**CLIENT:** City of Fort Pierce

**PROJECT:** Avenue D Improvements – Original Purchase Order # 220475, Specific Authorization No. 7

**ADDITIONAL SCOPE OF SERVICES:**

**Construction Plan Revisions for Avenue D from U.S. HWY 1 to 29th Street** – CONSULTANT will revise the previously submitted roadway improvement plans for revisions and additions requested by the CLIENT (City of Fort Pierce Engineering Department). This item includes roadway improvements for existing sidewalks, curb ramps, driveways, and signalized intersections that were not a part of the original purchase order scope of services. This item also includes a field survey by the CONSULTANT for existing roadway signage. Existing roadway signage will be field inspected for physical condition and consistency with the latest MUTCD standards. The plans will be revised to note the replaced of signage that is not currently. This task does not include private owner/development signage.

**LUMP SUM FEE: \$10,700.00**

**Florida Department of Transportation (FDOT) Grant Support** – CONSULTANT will assist the CLIENT (City of Fort Pierce Engineering Department) in furnishing project documentation to FDOT associated with grant funding (State Appropriation). This includes but is not limited to signed and sealed plans, LAP cost estimating, ERC comment responses, and/or other additional information associated with the CONSULTANTS approved scope of services.

**TIME AND EXPENSE, NOT TO EXCEED FEE: \$4,300.00**

**BILLING:**

Fees billed shall become due and payable upon receiving invoice. In the event that legal action is required to collect past due obligations, Engineering, Design & Construction shall be entitled to recover all reasonable attorney fees.

If approved, please have authorized individual sign, fill in all blanks and return.

**All other terms, conditions, and scope of services of the original purchase order #220475 and Specific Authorization No. 7 shall remain.**


Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Engineering, Design & Construction: \_\_\_\_\_ Date: 10/10/2023

  
Authorized Signature – Roderick J. Kennedy, P.E., President

**City Commission Regular Meeting - 5:05 pm**

**11. c.**

**Meeting Date:** 12/18/2023

**Re:** Assignment of the FDEP Grant Agreement for the FPUA Wastewater Treatment Plant Resiliency Project

**Submitted For:** Sara Hedges, City Attorney, City Attorney

**SUBJECT:**

Approval of the Assignment of the FDEP Grant Agreement for the FPUA Wastewater Treatment Plant Resiliency Project from the City to the FPUA.

**SUMMARY:**

Pursuant to Resolution No. 23-R58, the City executed a Grant Agreement with the State of Florida Department of Environmental Protection for the FPUA Wastewater Treatment Plant relocation in the amount of \$15 Million. FDEP has authorized the City to Assign the Grant Agreement to the FPUA moving forward.

**RECOMMENDATION:**

Will proceed as directed by the City Commission.

**ALTERNATIVES:**

Will proceed as directed by the City Commission.

**RESPONSIBLE STAFF:**

Sara Hedges, City Attorney

**COORDINATED WITH:**

Theresa Orellana, Grants Administration Division  
Caroline Valentin, FPUA General Counsel  
Rachel Tennant, FPUA Director of Public Affairs and Sustainability

**Fiscal Impact**

**OTHER INFORMATION:**

N/A

**Attachments**

Grant Agreement Assignment

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	12/13/2023 08:10 AM
Form Started By: Sara Hedges		Started On: 12/07/2023 04:22 PM
Final Approval Date: 12/13/2023		



## **CONSENT TO ASSIGNMENT OF GRANT AGREEMENT**

This Consent to Assignment of Grant Agreement (“Consent”), is made as of the date of execution of this Consent (“Effective Date”), by the Florida Department of Environmental Protection (“Department” or “DEP”), in favor of the City of Fort Pierce, a Florida a municipal corporation (“Grantee” or “Assignor”), and the Fort Pierce Utilities Authority, a separate and autonomous unit of the City of Fort Pierce’s Government (“Assignee”) for the City of Fort Pierce Wastewater Treatment Plant Resiliency (“Project”), to the extent the Project is funded by DEP’s Resilient Florida Grant Program.

**WHEREAS**, DEP has a Grant Agreement, No. 23FRP12 (“Grant Agreement”), with Grantee/Assignor for the purpose of completing the Project; and

**WHEREAS**, the Assignee is operating as a separate and autonomous unit of the City of Fort Pierce’s Government, created by the citizens of Fort Pierce via referendum vote for the purposes of providing customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in their community; and

**WHEREAS**, Assignee will perform and complete the work and services required in the Grant Agreement for the Project; and

**WHEREAS**, Section 38 (“Assignment”) in Attachment 1 (“Standard Terms and Conditions Applicable to Grant Agreements”) to the Grant Agreement provides in part that, “[t]he Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless the Department expressly waives such secondary liability”; and

**WHEREAS**, as required by the Grant Agreement, DEP hereby consents and does not object to the assignment of the rights, duties and obligations under the Grant Agreement to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEP hereby agrees in favor of Assignor and Assignee as follows:

1. As of the Effective Date, DEP hereby consents to and approves the assignment of performance of all rights, duties and obligations under the Grant Agreement No. 23FRP12 from Assignor to Assignee; and
2. Upon Assignee’s assumption of the assigned Grant Agreement No. 23FRP12 pursuant to this Consent, as of the Effective Date, DEP hereby acknowledges and agrees that Assignee shall be responsible for Assignor’s rights, duties and obligations and full performance of the Project tasks as listed in the Grant Agreement. However, as Grantee to Grant Agreement No. 23FRP12, Assignor will retain secondary liability for Assignee’s performance. By executing this Consent, Assignee hereby agrees to and assumes all rights, duties and obligations and full performance of the Project pursuant to the Grant Agreement.
3. By executing this Consent, Assignee hereby agrees to and assumes all rights, duties and obligations and full performance of the Project pursuant to the Grant Agreement No. 23FRP12.

**IN WITNESS WHEREOF**, this Consent shall be effective on the Effective Date indicated above or the last date signed below, whichever is later.

**City of Fort Pierce:**

**Grantee or Assignor:**

\_\_\_\_\_  
**Linda Hudson, Mayor**

\_\_\_\_\_  
Date Signed

**Attest:** \_\_\_\_\_  
**Linda Cox, City Clerk**

**Approved as to Form and Correctness**

\_\_\_\_\_  
**Sara K. Hedges, City Attorney**

**Fort Pierce Utilities Authority:**

**Assignee:**

\_\_\_\_\_  
**Barbara Bennett, Chair**

\_\_\_\_\_  
Date Signed

**Attest:** \_\_\_\_\_  
**Hank Fee, Board Secretary**

**Approved as to Form and Legal Sufficiency  
for the Use and Benefit of Fort Pierce Utilities Authority only:**

\_\_\_\_\_  
**Caroline Valentin, Fort Pierce Utilities Authority General Counsel**

**State of Florida Department of Environmental Protection DEP or Department:**

\_\_\_\_\_  
**Alex Reed, Director, Office of Resilience  
and Coastal Protection**

\_\_\_\_\_  
Date Signed

**City Commission Regular Meeting - 5:05 pm**

**11. d.**

**Meeting Date:** 12/18/2023

**Re:** Kimley-Horn Specific Authorization No. 5 (RFQ 2019-027) - City Hall Parking Garage Engineering Services

**Submitted For:** Mike Reals, Public Works Manager, Public Works

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**SUBJECT:**

Approval of Specific Authorization No. 5 to Kimley Horn, Vero Beach, FL, for professional engineering services relating to the structural assessment of the floors of the parking garage, in an amount not to exceed \$83,725.94.

**SUMMARY:**

The City's parking garage is experiencing structural material failures on all levels of the parking structure. This specific authorization authorizes the consultant to conduct a thorough inspection in order to identify structural deficiencies, analyze said deficiencies, generate appropriate repair plans and applicable technical specifications to repair all warranted structural insufficiencies as they relate to the parking garage and its structural components.

Kimley-Horn is one of the six(6) firms approved by City Commission on February 18, 2020, as the city's Professional Engineering Service providers, for a period of five years.

**RECOMMENDATION:**

Staff recommends approval

**ALTERNATIVES:**

Staff will proceed as directed by the Commission

**RESPONSIBLE STAFF:**

Public Works

**COORDINATED WITH:**

Engineering

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** FY2024  
**Account:** 1001115196320  
**Amount:** \$83,725.94

**FISCAL IMPACT:**

Funds are available

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## Attachments

City Attorney Memo  
Specific Authorization No. 5  
Engineering Services Agreement  
Engineer Scope  
Workplan  
Contract Signed

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## Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	12/11/2023 10:18 AM
City Manager	Nick Mimms	12/13/2023 08:08 AM
Form Started By: Mike Reals		Started On: 12/06/2023 01:18 PM
Final Approval Date: 12/13/2023		



TO: MIKE REALS, DIRECTOR OF PUBLIC WORKS

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: KIMLEY-HORN SPECIFIC AUTHORIZATION No. 5 (RFQ 2019-027)

CAO RLS FILE: RLS 23-317

DATE: DECEMBER 4, 2023

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I have reviewed the above Request for Legal Services (RLS) related to a Specific Authorization with Kimley-Horn for services pursuant to a continuing contract. I have made suggested changes to the document, including changing the City's Representative to the Director of Public Works or their designee, correcting contract dates and information, and adding E-Verify language required by Section 448.095, Florida Statutes. A Track Changes version and Clean Copy version of the Specific Authorization incorporating the suggested changes have been uploaded to Agenda Quick for your review. The Clean Copy version is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.  
SH/mm

cc: Nicholas Mimms, City Manager  
Linda Cox, City Clerk

**SPECIFIC AUTHORIZATION NO. 5  
CITY HALL PARKING GARAGE  
PROFESSIONAL SERVICES**

**SCOPE OF SERVICES**

This Specific Authorization is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. Pursuant to the Continuing Contract for RFQ No. 2019-027 – Professional Engineering Services between the **City of Fort Pierce** (hereinafter referred to as “CITY”) and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as “ENGINEER”) dated the 23rd day of July 2020, CITY authorizes the ENGINEER to provide services in accordance with the terms and conditions set forth in the Continuing Contract for RFQ 2019-027 – Professional Engineering Services.

The CITY desires additional engineering services related to the structural assessment, including the preparation of engineering plans and technical specifications for all levels of the City Hall Parking Garage, hereinafter referred to as the “Project”.

**Section 1 - Scope of Work and Schedule of Services**

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for the structural assessment and repair plans of the parking garage’s concrete decks which are experiencing concrete spalling. The proposed services and scope of work are more particularly described in Exhibit “A”, attached hereto and incorporated by reference herein.

**Section 2 - Deliverables**

ENGINEER shall provide the following deliverables to the CITY as listed below and as described in Exhibit “A”, attached hereto and incorporated by reference herein:

Site Visit	1 Month from NTP
90% Plans	4 Months from NTP
100% Plans	5 Months from NTP

**Section 3 - Method and Amount of Compensation**

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in the attached Exhibit “B”, attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$83,726.00

**SPECIFIC AUTHORIZATION NO. 5  
CITY HALL PARKING GARAGE  
PROFESSIONAL SERVICES**

**Section 4 - CITY's Responsibilities**

CITY hereby designates City's Director of Public Works or designee as CITY's representative pursuant to Section 4 of the AGREEMENT.

**Section 5 - Other Provisions**

Paragraph 39. E-VERIFY is hereby created to read and requires, as part of the Agreement, as follows:

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONSULTANT enters into a contract with a subcontractor performing work or providing services on its behalf, CONSULTANT shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> CONSULTANT shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

All other applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

**CITY OF FORT PIERCE, FLORIDA:**

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

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Linda Cox, City Clerk

**KIMLEY-HORN & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Brian Good, P.E, Senior Vice President

Date: \_\_\_\_\_

**APPROVED AS TO FORM & CORRECTNESS:**

By: \_\_\_\_\_  
Sara Hedges, City Attorney

Date: \_\_\_\_\_



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

*Florida*

July 30, 2020

**Kimley-Horn and Associates, Inc.**

445 24<sup>th</sup> Street, Suite 200

Vero Beach, FL 32960

Attn: Brian Good, P.E., Project Manager/Senior Vice President

**RE: RFQ.NO. 2019-027 ~ Professional Engineering Services**

Dear Mr. Good:

We are herewith enclosing one completely executed copy of subject agreements for your files, for **Professional Engineering Services**. Purchase Orders will be issued for each of the services on a project by project basis.

Please refer all correspondence pertaining to this project to Jack Andrews, City Engineer, as he will be in charge of this job.

Sincerely,

**CITY OF FORT PIERCE**

*Latonya Hubbard*

Latonya Hubbard  
Purchasing Agent

/lh

Distribution: Jack Andrews, City Engineer (Memo Letter Only)  
Julie Bye, Executive Assistant  
File



## NOTICE TO AWARD

**Date:** June 23, 2020

**To:** Kimley-Horn and Associates, Inc.  
445 24<sup>th</sup> Street, Suite 200  
Vero Beach, FL 32960  
Attn: Brian Good, P.E., Project Manager/Senior Vice President

**Re:** Professional Engineering Services, RFQ No. 2019-027

**Date of Bid Opening:** 3:00PM, Tuesday, November 5, 2019

**Commission Approval:** Monday, February 18, 2020

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You are hereby notified that The Fort Pierce City Commission awarded the subject proposal noted above to your firm. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

<u>Copies</u>	<u>Item</u>
2	Notice of Award
2	Agreement between City and Contractor
2	Non-Collusion Affidavit for Prime Bidder
2	Certification of Non-Segregated Facilities
2	Drug Free Workplace Form

Please take the following actions:

1. Execute Agreement and Notice of Award.
2. Have your insurance company complete Certificates of Insurance and Endorsements, as stated in Section 12 of the agreement,
4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage.
5. Return two (2) sets of the documents enclosed within ten (10) days after receipt to:

**Mailing Address:**  
CITY OF FORT PIERCE  
Purchasing Division, Room 101  
Post Office Box 1480  
Fort Pierce, FL 34954-1480

**Delivery Address:**  
CITY OF FORT PIERCE  
Purchasing Division, Room 101  
100 North U.S. #1  
Fort Pierce, FL 34950

The contract documents 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.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference or mail to your attention.

OWNER:


CITY OF FORT PIERCE  
P.O. Box 1480  
Fort Pierce, Florida 34954-1480

BY:   
Gelencia Carter, M.P.A.  
Purchasing Manager

Date: 6-23-20

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:  
KIMLEY-HORN AND ASSOCIATES, INC.

BY: 

Senior Vice President  
Title

7/7/20  
Date

END OF SECTION

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

THIS CONTRACT is made as of the 23<sup>rd</sup> day of July, 2020 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **KIMLEY-HORN AND ASSOCIATES, INC.**, hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on **February 18, 2020**, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Contract" or "Agreement"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

**1. SERVICES**

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of professional engineering services.

**2. TERM**

The term of the Contract shall be for a period of five (5) years beginning on the date first written above.

**3. TECHNICAL AND PROFESSIONAL SERVICES**

It shall be the responsibility of the Consultant to work with the City to provide professional engineering services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

**4. PERIOD OF SERVICE; WORK AUTHORIZATIONS**

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

assignment basis. The City reserves the right to select the respective consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

**5. TIME OF PERFORMANCE**

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

**6. COMPENSATION**

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City.

**7. GENERAL CONDITIONS**

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

**8. TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

**9. DEFAULT/TERMINATION**

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

- 1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- 2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.
- 3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

**B. WITHOUT CAUSE**

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

**10. SUBCONSULTANTS AND SUBCONTRACTORS**

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor or professional associate.

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Contract.

**11. FEDERAL AND STATE TAX**

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**12. INSURANCE**

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

**A. EVIDENCE OF INSURANCE**

Consultant 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. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement CONSULTANT shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required. CONSULTANT may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

**B. DESCRIPTION OF REQUIRED INSURANCE**

CONSULTANT shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

**1) Workers' Compensation/Employer's Liability Insurance.**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate,

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

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 waive the insurer's right to subrogate against CITY, and its officials, officers 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 its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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
	\$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation

CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

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

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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4) Professional Liability

Such insurance shall be on a form acceptable to CITY and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by CONSULTANT shall be endorsed to provide CITY with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of \$10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

\$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by CONSULTANT shall apply on a primary basis to any insurance or self-insurance maintained by CITY. Any insurance, or self-insurance, maintained by CITY shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT.

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, CITY may permit the application of a deductible or permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, CONSULTANT shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

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

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

**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 on the Commercial General Liability**

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

**13. INDEMNIFICATION**

The Consultant covenants and agrees at all times to save, hold, and keep harmless the City, its Officials, Employees, and Agents, and indemnify the City, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Consultant's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Consultant, without exemption, shall indemnify and hold harmless, the City, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the City the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

**14. ASSIGNMENT**

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

**15. PUBLIC RECORDS**

A. City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

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

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

C. Upon request from City's custodian of public records, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

D. 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 Consultant does not transfer the records to City.

E. Upon completion of the Contract, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant 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 systems of City.

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

**16. CONFLICT OF INTEREST**

The Consultant 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. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant.

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

**17. EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control, (all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. Financial difficulty shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

**18. PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

**20. INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

**21. ATTORNEYS' FEES AND COSTS**

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

**22. VERIFICATION OF EMPLOYMENT STATUS**

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

**23. PROHIBITION AGAINST CONTINGENT FEES**

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

**24. AUDIT**

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
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examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

**25. NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant 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 bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

**26. AUTHORITY TO PRACTICE**

The City represents that it is a political subdivision of the State of Florida with the authority to engage the Consultant and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

**27. SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**28. COMPLETE AGREEMENT**

This Agreement states the entire understanding between the parties and supersedes any prior written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and

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signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

**29. AMENDMENT**

This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto.

**30. MODIFICATIONS OF WORK**

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

- A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- B. Notify the City of any estimated change in the completion date, and
- C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

**31. 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

**City:**  
City of Fort Pierce  
Attn: Purchasing Department  
P.O. Box 1480  
Fort Pierce FL 34954-1480

**Consultant:**  
**Kimley-Horn and Associates, Inc.**  
Attn: Brian Good, P.E., Senior Vice President  
4452 24<sup>th</sup> Street, Suite 200  
Vero Beach, FL 32960

Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery

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is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

**32. INTERPRETATION; CAPTIONS AND HEADINGS**

This Agreement shall be interpreted as a whole unit. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

**33. WAIVER**

No waiver by the City of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

**34. COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors and assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

**35. GOVERNING LAW; VENUE**

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

**36. DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant 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. A City Administrator shall decide any dispute which is not resolved by mutual agreement. The decision of the City Administrator shall be in writing and shall be final and conclusive unless determined by a court of competent

**CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES**

jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

**37. MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for City. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

**38. ANTITRUST ASSIGNMENT**

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTINUING CONTRACT FOR RFQ NO. 2019-027  
PROFESSIONAL ENGINEERING SERVICES

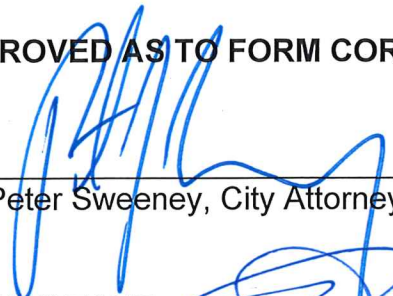
ATTEST:

CITY OF FORT PIERCE:


  
\_\_\_\_\_  
Linda Cox, City Clerk

  
\_\_\_\_\_  
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By:   
\_\_\_\_\_  
Peter Sweeney, City Attorney

CONSULTANT:

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

Print: Brian Good

Title: Senior Vice President

Today's Date: 7/7/20



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT  
*Florida*

# CONTRACT FORMS

Please complete and forward  
along with the agreement.



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

*Florida*



**NON-COLLUSION AFFIDAVIT  
FOR PRIME BIDDER**

STATE OF Florida

COUNTY OF Indian River

Brian Good, being first duly sworn, deposes  
and says:

That he is Senior Vice President  
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Kimley-Horn and Associates, Inc.  
(Firm Name)

By: [Signature]

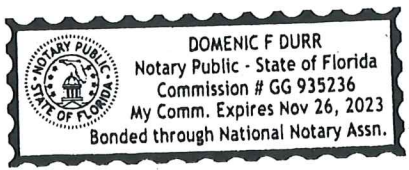
Title: Senior Vice President

Subscribed and sworn to before me this 7<sup>th</sup>

day of, July 2020.

[Signature]  
Notary Public

My Commission expires: (Seal)  
11/26/2023





THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

*Florida*

## CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

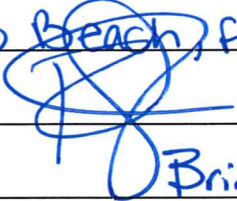
DATE: July 7<sup>th</sup>, 2020

Official Address (Including Zip Code):

Kimley-Horn and Associates, Inc.

445 24<sup>th</sup> Street, Suite 200

Vero Beach, FL 32960

By: 

Name

Brian Good

Name (Typed or Printed)

Senior Vice President

Title



## DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Kimley-Horn and Associates, Inc. does:

(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Proposer's Signature

7/7/20  
\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**DETAILED DESCRIPTION OF THE PROJECT**  
**AND**  
**ENGINEER SCOPE OF SERVICES**

**DOWNTOWN PARKING GARAGE REPAIRS**

**PROJECT DESCRIPTION:**

Under a previous work order the ENGINEER prepared construction documents to facilitate the rehabilitation of the Downtown Parking Garage located at 298 Orange Avenue in Fort Pierce, Florida. The repairs were constructed in 2020 however; due to poor workmanship of the Contractor the overhead concrete repairs are starting to delaminate and fall from the garage ceiling. In addition, there are areas where new concrete spalling has occurred since the previous repairs were completed. The CITY has requested the ENGINEER to assess parking garage and map the new deficiencies as well as the previously repaired areas and update the previous parking garage repair plans to incorporate the mapped deficiencies. The CITY has also requested the ENGINEER assist the CITY during the "bid" phase of the project by attending a pre-bid meeting, responding to Contractor's structural questions, and reviewing the Contractor's proposals from a structural standpoint. The CITY will select the Contractor. The CITY has requested the ENGINEER assist the CITY in providing limited construction phase services. The ENGINEER will assist by attending the preconstruction meeting, review structural shop drawings, perform site visits at critical points for the first five concrete repair areas, perform random site visits as requested by the CITY, and participate in the substantial completion and final completion walkthroughs with the Contractor. The ENGINEER will work with CITY staff during the early site visits to educate staff on what to review so CITY staff can review the contractor's work for the remaining concrete repairs.

**DESCRIPTION OF TASK DELIVERABLES:**

The ENGINEER agrees to perform professional structural services in connection with the project as required and set forth in the following:

A. **Site Visits and Repair Documents:**

1. The ENGINEER under this task will conduct field visit(s) and perform a visual assessment of the various elements of the parking garage. The intent of the field review is to map the new deficiencies as well as identify previously repaired

areas that are showing signs of delamination. The ENGINEER will also perform soundings of random concrete elements to locate possible concrete delamination. The soundings will occur in locations identified by the ENGINEER.

2. The ENGINEER will update the previously developed parking garage repair plans to identify the deficiencies that are to be addressed as part of this rehabilitation. The repairs will be limited to concrete repair, concrete crack repair, and joint replacements. The plans will be submitted to the CITY at the 90% completion and final completion phases. The ENGINEER will develop an opinion of probable construction cost (OPCC) utilizing FDOT Historical Cost data for concrete repairs and recent project bid tabulations.

Based upon comments provided by the CITY regarding the substantially complete engineering plans (90% submittal), the CONSULTANT will prepare final construction design plans and an updated OPCC. Final plans will be submitted to CITY staff. All changes resulting from comments will be addressed by the ENGINEER to finalize the engineering plans and OPCC.

The ENGINEER will furnish two half size (11"x17") copies of the final design plans and construction cost estimate to CITY staff. The final design plans shall be signed and sealed by a Professional Engineer licensed in the State of Florida. All deliverables shall also be submitted in PDF format.

**B. Bid Phase Services:**

1. The ENGINEER will assist the CITY in reviewing the structural portions of the bid package and attend a Pre-bid meeting. The ENGINEER will also assist the CITY in answering the Contractor's structural or repair related bid questions. Once the bids are received, the ENGINEER will review the structural/repair related portions of the contractor bid packages and will summarize any discrepancies found in the bid packages.

**C. Limited Construction Phase Services:**

The ENGINEER will provide professional construction phase services as specifically stated below:

- a. *Pre-Construction Meeting.* ENGINEER will attend a Pre-Construction Meeting prior to commencement of construction activity and respond to requests for clarification submitted by the Contractor.

- b. *Visits to Site and Observation of Construction.* ENGINEER will make up to a total of fifteen (15) visits as directed by CITY in order to observe the progress of the work. The ENGINEER will work with the staff for the field visits for the first four repair areas. It is anticipated that the CITY's Staff will inspect the remaining repair areas and coordinate with the ENGINEER as needed.

Below is a list of anticipated site visits:

- Surface Preparation review for first four repair areas (6 visits)
- Formwork/Falsework review for first four repair areas (1 visit)
- Repair material mixing, pouring, and consolidation review (1 visit)
- Random Site Visits as requested by the CITY (Up to 7 Visits)

Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

ENGINEER will not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. ENGINEER does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- c. *Clarifications and Interpretations.* ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by CITY.
- d. *Shop Drawings and Samples.* ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and

other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- e. *Substitutes and "or-equal."* ENGINEER will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- f. *Substantial Completion.* ENGINEER will, after notice from Contractor that it considers the Work ready for its intended use, in company with CITY and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- g. *Final Notice of Acceptability of the Work.* ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list. ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER.

**TIME OF PERFORMANCE**

ENGINEER shall provide the following deliverables to the CITY as listed below and as described in Exhibit "A", attached hereto and incorporated by reference herein:

Site Visit	1 Month from NTP
90% Plans	4 Months from NTP
100% Plans	5 Months from NTP

**EXHIBIT "B"**

**COMPENSATION**

The CITY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to fees in accordance with the following:

- A. Professional Services Fee: The basic compensation mutually agreed upon by the ENGINEER and the CITY follows:

Lump Sum Tasks

<u>Task Description</u>	<u>Fee</u>
Site Visits and Repair Documents	\$ <u>36,914.31</u>
Bid Phase Services	\$ <u>6,136.65</u>
Limited Construction Phase Services	\$ <u>40,674.98</u>
<b><u>Grand Total</u></b>	<b>\$ <u>83,725.94</u></b>

Compensation will be computed at the hourly rates of

Project Manager	\$	225.00
Assistant Project Manager	\$	175.00
Senior Engineer	\$	145.00
Engineer	\$	125.00
Engineering Technician	\$	90.00
Draftsperson	\$	85.00
Secretary	\$	50.00

Summary

**Project Name**

Downtown Parking Garage Repairs

**Task Summary**

<i>Task</i>	<b>Project Manager</b> \$225	<b>Assistant Project Manager</b> \$175	<b>Senior Engineer</b> \$145	<b>Engineer</b> \$125	<b>Engineering Technician</b> \$90	<b>Draftsperson</b> \$85	<b>Secretary</b> \$50	<i>Remarks</i>
<b>Site Visits and Repair Documents</b>	44	60	102	0	0	0	0	
<b>Bid Phase Services</b>	26	0	0	0	0	0	0	
<b>Limited Construction Phase Services</b>	117	70	0	0	0	0	4	
<b>Total Hours =</b>	187	130	102	0	0	0	4	
<b>Labor Fee =</b>	\$42,075	\$22,750	\$14,790	\$0	\$0	\$0	\$200	
<b>Total Labor Fee =</b>	\$79,815							
<b>Expenses (4.9%) =</b>	\$3,911							
<b>Total Project Cost =</b>	\$83,726							

Activity: Site Visits and Repair Documents

Task	Project Manager	Assistant Project Manager	Senior Engineer	Engineer	Engineering Technician	Draftsperson	Secretary	Remarks
<b>Site Visits and Repair Documents</b>								
Site visits and preparation	20	20						
Update Parking Garage Repair Plans	20	40	90					
Opinion of Probable Construction Cost	4		12					
<b>Subtotal</b>	44	60	102	0	0	0	0	

Bid Phase Services

Activity: Bid Phase Services

Task	Project Manager	Assistant Project Manager	Senior Engineer	Engineer	Engineering Technician	Draftsperson	Secretary	Remarks
<b>Structural Review of Contractor Proposals</b>								
Review bid package	8							
Attend Prebid Meeting	4							
Respond to Contractor bid questions	6							
Review Contractor bid Packages	8							
<b>Subtotal</b>	26	0	0	0	0	0	0	

Limited Const Phase

Activity: **Limited Construction Phase Services**

Task	Project Manager	Assistant Project Manager	Senior Engineer	Engineer	Engineering Technician	Draftsperson	Secretary	Remarks
<b>Limited Construction Phase Services</b>								
Preconstruction Meeting	6							
Visits to Site	42	48						(15 total Visits - @ 6hrs EA)
Coordination with City staff in field	24							
Clarifications and Interpretations	8							RFI Research and Responses
Shop Drawings and Samples	6	16						
Substitutes and "or Equal"	6	6						
Substantial Completion	12							Sound all repaired areas and punch list
Final Completion	7							
QC/QA								
Project Management	6						4	
<b>Subtotal</b>	<b>117</b>	<b>70</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	

**SPECIFIC AUTHORIZATION NO. 5  
CITY HALL PARKING GARAGE  
PROFESSIONAL SERVICES**

**SCOPE OF SERVICES**

This Specific Authorization is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. Pursuant to the Continuing Contract for RFQ No. 2019-027 – Professional Engineering Services between the **City of Fort Pierce** (hereinafter referred to as “CITY”) and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as “ENGINEER”) dated the 23rd day of July 2020, CITY authorizes the ENGINEER to provide services in accordance with the terms and conditions set forth in the Continuing Contract for RFQ 2019-027 – Professional Engineering Services.

The CITY desires additional engineering services related to the structural assessment, including the preparation of engineering plans and technical specifications for all levels of the City Hall Parking Garage, hereinafter referred to as the “Project”.

**Section 1 - Scope of Work and Schedule of Services**

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for the structural assessment and repair plans of the parking garage’s concrete decks which are experiencing concrete spalling. The proposed services and scope of work are more particularly described in Exhibit “A”, attached hereto and incorporated by reference herein.

**Section 2 - Deliverables**

ENGINEER shall provide the following deliverables to the CITY as listed below and as described in Exhibit “A”, attached hereto and incorporated by reference herein:

Site Visit	1 Month from NTP
90% Plans	4 Months from NTP
100% Plans	5 Months from NTP

**Section 3 - Method and Amount of Compensation**

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in the attached Exhibit “B”, attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$83,726.00

**SPECIFIC AUTHORIZATION NO. 5  
CITY HALL PARKING GARAGE  
PROFESSIONAL SERVICES**

**Section 4 - CITY's Responsibilities**

CITY hereby designates City's Director of Public Works or designee as CITY's representative pursuant to Section 4 of the AGREEMENT.

**Section 5 - Other Provisions**

Paragraph 39. E-VERIFY is hereby created to read and requires, as part of the Agreement, as follows:

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONSULTANT enters into a contract with a subcontractor performing work or providing services on its behalf, CONSULTANT shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> CONSULTANT shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

All other applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

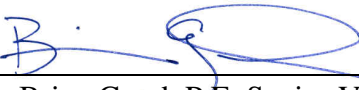
**CITY OF FORT PIERCE, FLORIDA:**

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

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Linda Cox, City Clerk

**KIMLEY-HORN & ASSOCIATES, INC.**

By:  \_\_\_\_\_  
Brian Good, P.E., Senior Vice President

Date: 12/06/2023

**APPROVED AS TO FORM & CORRECTNESS:**

By: \_\_\_\_\_  
Sara Hedges, City Attorney

Date: \_\_\_\_\_

**City Commission Regular Meeting - 5:05 pm**

**12. a.**

**Meeting Date:** 12/18/2023

**Re:** Reestablishing the City's Debt Limit to the Code

**Submitted For:** City Clerk, Deputy City Clerk, City Clerk

---

**SUBJECT:**

Legislative Hearing - Ordinance 23-062 Re-Establishing the City's Debt Limit in the Code of Ordinances. SECOND READING

**SUMMARY:**

In 2020, the City used the services of Municode to rewrite the City Charter and Code of Ordinances, and during that process the originally established debt limit was omitted. The ordinance corrects the error and reestablishes the limit of the Code.

**RECOMMENDATION:**

Approve as Presented

**ALTERNATIVES:**

Staff shall proceed as directed by the City Commission

**RESPONSIBLE STAFF:**

Johnna Morris, Director of Finance

**COORDINATED WITH:**

Linda Cox, City Clerk

---

**Fiscal Impact**

**Budgeted Y/N:** n  
**Fiscal Year:** 2024  
**Account:** 0  
**Amount:** 0

**OTHER INFORMATION:**

N/A

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**Attachments**

23-062  
Proof of Publication  
RLS Approval Statement

---

**Form Review**

**Inbox**

Finance Department

City Manager

Form Started By: Linda Cox

Final Approval Date: 12/05/2023

**Reviewed By**

Johnna Morris

Nick Mimms

**Date**

11/27/2023 10:56 AM

11/27/2023 04:21 PM

Started On: 11/21/2023 03:38 PM

**ORDINANCE NO. 23-062**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 2, ARTICLE V, FINANCE, CREATING SECTION 2-426 TO CORRECT A SCRIVENER'S ERROR AND REESTABLISH THE CITY DEBT LIMIT**; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Mayor and City Commission adopted Ordinance K-312 on December 21, 2004 modifying Section 14(2) of the City Charter with regard to the debt limit of the City of Fort Pierce; and

**WHEREAS**, in 2020, the City undertook a review and recodification of the City Charter and Code of Ordinances using the services of MuniCode Corporation and certain codes and elements of the Charter were removed pursuant to F.S. § 166.021 as a limitation on power or assumed ordinance status; and

**WHEREAS**, as part of the recodification, adopted via Ordinance 20-014 on July 20, 2020, Section 14(2) of the Charter was removed and assumed ordinance status; and

**WHEREAS**, Ordinance K-312 was inadvertently, through scrivener's error or oversight, excluded from Ordinance 20-014; and

**WHEREAS**, to formally reestablish Ordinance K-312, the Code of Ordinances is being amended to properly recodify the City's established debt limit.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida:

**SECTION 1.** Chapter 2, Article V - Finance, Section 2-426 of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby created and the same shall read as follows:

~~Secs. 2-426-2-436. — Reserved.~~

**Sec. 2-426. – City Debt Limit.**

The city is authorized to borrow at a rate of interest as allowed by Florida Statutes for municipalities, not exceeding sixty seven million dollars (\$67,000,000.00) and to execute negotiable notes therefor.

~~Secs. 2-427-2-436. - Reserved.~~

**SECTION 2.** All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 3.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect,

it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 4.** This Ordinance is and the same shall become effective immediately upon final passage hereof and is nunc pro tunc to July 20, 2020.

APPROVED AS TO  
FORM AND CORRECTNESS:

---

Sara Hedges, Esq.  
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-062 was duly advertised by title only in the St. Lucie News Tribune on November 24, 2023; copy of said Ordinance was made available at the Office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on December 4, 2023; and was duly introduced, read by title only, and passed on second and final reading on December 18, 2023 by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 18th day of December, 2023.

---

Linda Hudson, Mayor

ATTEST:

---

Linda W. Cox  
City Clerk

(SEAL)

**PROOF OF PUBLICATION**

Null  
City Of Fort Pierce  
100 N. U.S. 1  
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

11/24/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/24/2023



Legal Clerk



Notary, State of WI, County of Brown



My commission expires

Publication Cost:	\$123.20	
Order No:	9554002	# of Copies:
Customer No:	1126527	-1
PO #:	LSAR0036990	

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

**KAITLYN FELTY**  
Notary Public  
State of Wisconsin

CITY OF FORT PIERCE  
NOTICE OF PUBLIC HEARING  
The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, December 4, 2023 and Monday, December 18, 2023 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 23-062 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 2, ARTICLE V, FINANCE, CREATING SECTION 2-426 TO CORRECT A SCRIVENER'S ERROR AND REESTABLISH THE CITY DEBT LIMIT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at [www.cityoffortpierce.com](http://www.cityoffortpierce.com).

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk  
Publish: 11/24/2023  
November 24 2023  
LSAR0036990



TO: JUNELLY JIMENEZ-SEBASTIANO, EXECUTIVE ASSISTANT

FROM: SARA HEDGES, INTERIM CITY ATTORNEY *SH*

RE: FORMALLY REESTABLISHING THE CITY'S DEBT LIMIT

CAO RLS FILE: 23-203

DATE: AUGUST 24, 2023

---

I have reviewed the above Request for Legal Services (RLS) related to an Ordinance to reestablish the City's debt limit. I have made proposed changes to the Ordinance, which has been uploaded as a Track Changes document to Agenda Quick. A Clean Copy document of the same has also been uploaded. Should you agree with the changes, the Clean Copy version is approved as to form and correctness. Please note you will need to obtain an Ordinance number from the City Clerk. You will also need to fill in the highlighted portions for the Ordinance number and applicable dates.

If you desire any further changes to the Ordinance than what has been suggested, please resubmit the Ordinance for further review as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.  
SH/mm

cc: Nicholas Mimms, City Manager  
Linda Cox, City Clerk

**City Commission Regular Meeting - 5:05 pm**

**13. a.**

**Meeting Date:** 12/18/2023

**Re:** ART Appointment

**Submitted For:** Linda Cox, City Clerk, City Clerk

---

**SUBJECT:**

Resolution 23-R60 appointing Lisa Kessler to Arts & Culture Advisory Board as Commissioner Broderick's appointee.

**SUMMARY:**

Appointing Lisa Kessler to Arts & Culture Advisory Board as Commissioner Broderick's appointee to fill a vacancy.

**RECOMMENDATION:**

Adopt the resolution.

**ALTERNATIVES:**

Seek alternate applicants.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Commissioner Michael Broderick

---

**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

23-R60

Kessler, Lisa

---

**Form Review**

Form Started By: Linda Cox

Started On: 11/30/2023 02:59 PM

Final Approval Date: 11/30/2023

**RESOLUTION NO. 23-R60**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT AND/OR REAPPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

**BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Arts and Culture Advisory Board which was established via Resolution No. 17-R22; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

1. Lisa Kessler as Commissioner Michael Broderick's appointee.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective upon adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 18<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

\_\_\_\_\_  
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
SARA HEDGES  
CITY ATTORNEY



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3065 FAX (772) 467-3841

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: \_\_\_\_\_

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature

**APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.**

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950  
fax (772) 467-3841 or via email at [lcox@cityoffortpierce.com](mailto:lcox@cityoffortpierce.com)

**City Commission Regular Meeting - 5:05 pm**

**13. b.**

**Meeting Date:** 12/18/2023

**Re:** Housing Authority

**Submitted For:** Linda Cox, City Clerk, City Clerk

---

**SUBJECT:**

Resolution 23-R61 reappointing Caleta Scott as a commissioner on the Fort Pierce Housing Authority Board.

**SUMMARY:**

Resolution 23-R61 reappointing Caleta Scott as a commissioner on the Fort Pierce Housing Authority Board.

**RECOMMENDATION:**

adopt resolution.

**ALTERNATIVES:**

Seek applications.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Linda Hudson, Mayor

---

**Attachments**

23-R61

Request for Reappointment

---

**Form Review**

Form Started By: Linda Cox

Started On: 11/30/2023 03:05 PM

Final Approval Date: 11/30/2023

**RESOLUTION NO. 23-R61**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE MAYOR'S REAPPOINTMENT OF **CALETA SCOTT AS A COMMISSIONER OF THE HOUSING AUTHORITY** OF THE CITY OF FORT PIERCE; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, in regular session assembled, pursuant to the provisions of Chapter 421, "Housing Authority Law", Florida Statutes, that the Mayor's reappointment of Caleta Scott as a Commissioner of the Housing Authority of the City of Fort Pierce, Florida, be and the same is hereby approved; said terms to commence upon adoption of this resolution, and to expire on February 2, 2028, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 18th day of December, 2023.

---

LINDA HUDSON, MAYOR

ATTEST:

---

LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM  
AND CORRECTNESS:

---

SARA HEDGES  
CITY ATTORNEY



511 Orange Avenue, Fort Pierce, Florida 34950  
(772) 461-7281 TDD: 7-1-1 or (800) 955-8771

---

November 27, 2023

The Honorable Linda Hudson, Mayor  
City of Fort Pierce, Florida  
City Hall  
100 North US Highway 1  
Fort Pierce, Florida 34950

Via US Mail & Email Transmission

**Re: The Housing Authority of the City of Fort Pierce, Florida (FPHA)  
Reappointment of Board of Commissioner, Caleta Scott**

Dear Mayor Hudson:

It has come to my attention that my present term as a FPHA Commissioner expires on February 2, 2024. It is the intent of this correspondence to request reappointment to the position for a four (4) year term.

I would be grateful for the opportunity as I believe the Authority has and is making great strides in providing decent, safe and affordable housing options to the constituents of the City of Fort Pierce. I have thoroughly enjoyed my experiences on the Board, as I have continuously served since July 2021, and would welcome the honor of serving my community in the same capacity if you so desire me to.

Additionally, I have attended every Board meeting this year, except for two (2) Board Meetings as noted below:

- June 14, 2023: Death in family.
- November 8, 2023: Training out-of-state.

I appreciate your consideration of this request and am happy to answer any questions you might have concerning such.

Thank you.

Sincerely,

Caleta Scott  
Vice-Chair, FPHA Board of Commissioners

cc: Linda Cox, City Clerk

**City Commission Regular Meeting - 5:05 pm**

**15. a.**

**Meeting Date:** 12/18/2023

**Re:**

---

**SUBJECT:**

Reports

---

**Attachments**

Purchase Order Report

Fort Pierce Strategic Plan Update - November 2023

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**Form Review**

Form Started By: Jennifer Robinson

Started On: 12/05/2023 12:22 PM

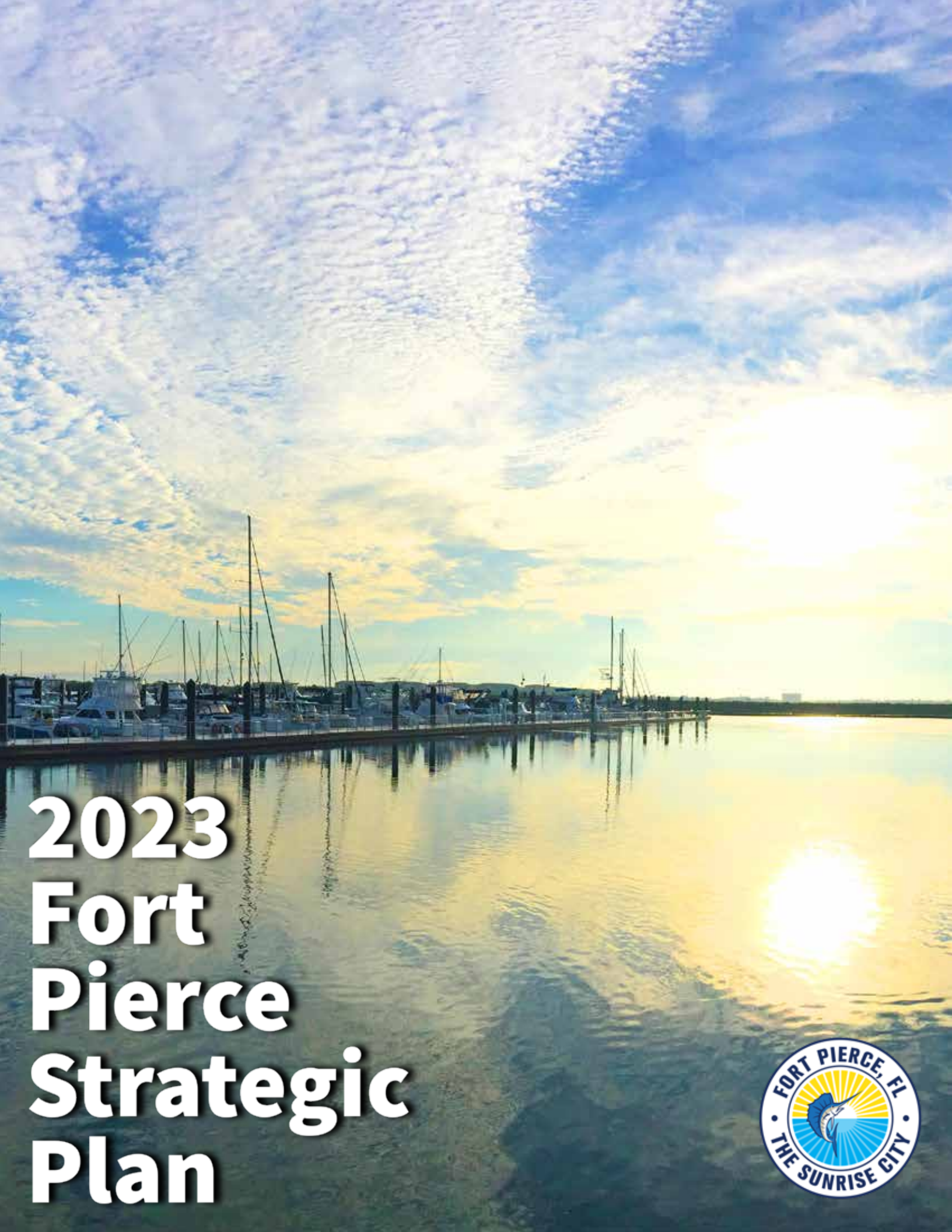
Final Approval Date: 12/05/2023

**Purchase Order Approvals between \$10,000 to \$50,000 by the City Manager from November 1, 2023 to November 30, 2023**

Department	Vendor Name	Total Amount	Budget Account Code	Fund Description	Description
BUILDING	NORTH PALM CLEANING SOLUTIONS LLC	\$19,200.00	4202902-534900 CONTRACTUAL SVC / MSC CONT FEE	BUILDING	Janitorial Services for Building Department
CITY MANAGER	MAIN STREET OF FORT PIERCE,INC	\$15,000.00	0016000-583930 COMMUNITY SPONSOR / SIGHT&SOUN	ADMINISTRATIVE	2023 Sights & Sounds on Second
CODE ENFORCEMENT	GONE FISHING LANDSCAPING & MORE LLC	\$50,000.00	0012903-552530 OPERATING SUPPLIES / CLEAN&SAF	CODE ENFORCEMENT	Annual Nuisance Abatement & Lot Clearing Services
ENGINEERING	WIENUTZ INC.	\$32,524.80	1141111-563210 IMPROV. OTHER / HALF CENT INF	HALF CENT INFRASTRUCTURE	Avenue B Utility - residential
INFORMATION TECHNOLOGY	INTUIT *QUICKBOOKS	\$11,400.00	4014100-546750 REPAIR & MAINTEN / SOFTWARE	MARINA	PCARD Blanket PO: Intuit Quickbooks
INFORMATION TECHNOLOGY	HOOTSUITE INC.	\$12,600.61	0012500-546750 REPAIR & MAINTEN / SOFTWARE	IT	Annual Renewal
INFORMATION TECHNOLOGY	EGNYTE, INC.	\$27,060.00	4054500-546750 REPAIR & MAINTEN / SOFTWARE	GOLF COURSE	EGNYTE ANNUAL RENEWAL
INFORMATION TECHNOLOGY	T-MOBILE USA, INC.	\$28,800.00	0014002-541100 COMMUNICATIONS & FREIGHT / COM	PUBLIC WORKS DIRECTORS OFFICE	PCard Blanket - T-Mobile - Public Works: 962110716
INFORMATION TECHNOLOGY	SECURITAS ELECTRONIC SECURITY INC	\$30,706.20	0016000-546750 REPAIR & MAINTEN / SOFTWARE	ADMINISTRATIVE	SECURITAS: EAGLE EYE MONITORING & MAINTENANCE (MAIN
INFORMATION TECHNOLOGY	SMARSH, INC	\$43,240.38	4014100-546750 REPAIR & MAINTEN / SOFTWARE	MARINA	Smarsh Annual Archiving Renewal
INFORMATION TECHNOLOGY	SHI INTERNATIONAL CORP.	\$48,090.60	0012500-546750 REPAIR & MAINTEN / SOFTWARE	IT	FPPD Microsoft Licenses Annual Renewal
MARINA	NATURE'S KEEPER, INC.	\$14,315.28	4014100-534900 CONTRACTUAL SVC / MSC CONT FEE	MARINA	LANDSCAPING FOR MARINA - PRIOR PO 230989
POLICE - STAFF	CARASOFT TECHNOLOGY CORPORATION	\$12,000.00	0013002-546750 REPAIR & MAINTEN / SOFTWARE	POLICE SUPPORT	Annual Maintenance for Cellebrite
POLICE - STAFF	SMARSH, INC	\$12,000.00	0013002-546750 REPAIR & MAINTEN / SOFTWARE	POLICE SUPPORT	SMARSH SMS Capture Migration
POLICE - STAFF	DELL INC.	\$18,000.00	0013002-546750 REPAIR & MAINTEN / SOFTWARE	POLICE SUPPORT	Annual Purchase Order for Netmotion
POLICE - STAFF	STATE OF FLORIDA DEPT OF MGMT SERV	\$47,000.00	0013002-541100 COMMUNICATIONS & FREIGHT / COM	POLICE SUPPORT	Blanket Purchase Order for Phone Services-SUNCOM
PW - FACILITIES MAINTENANCE	NEWMANS POWER SYSTEMS	\$12,500.00	0014004-534900 CONTRACTUAL SVC / MSC CONT FEE	FACILITIES MAINTENANCE	GENERATOR MAINTENANCE/INSPECTIONS
PW - FACILITIES MAINTENANCE	PYE-BARKER FIRE & SAFETY INC.	\$12,500.00	0014004-534900 CONTRACTUAL SVC / MSC CONT FEE	FACILITIES MAINTENANCE	FIRE EXTINGUISHER MAINTENANCE CITY-WIDE
PW - FACILITIES MAINTENANCE	ROOTER ONE	\$25,000.00	0014004-546200 REPAIR & MAINTEN / BLDG SUPP	FACILITIES MAINTENANCE	MISC PLUMBING REPAIRS CITY-WIDE
PW - FLEET	NUSTART ENERGY LLC	\$10,000.00	4024200-546520 REPAIR & MAINTEN / TIRES BATT	SOLID WASTE	Automotive fleet batteries
PW - FLEET	GOODYEAR AUTO SERVICE CENTER	\$10,000.00	0013002-546520 REPAIR & MAINTEN / TIRES BATT	POLICE SUPPORT	Police tires and services
PW - PARKS AND GROUNDS	1000BULBS.COM SERV LIGHTING/ELECTR	\$10,000.00	0014005-552320 OPERATING SUPPLIES / OTHER	PARKS & GROUNDS	OUTSIDE LED LIGHT BULB REPLACEMENTS
PW - STREETS AND DRAINAGE	MASCHMEYER CONCRETE COMPANY OF FLA	\$10,000.00	0014006-553500 ROAD MAT & SUPP / CURB	STREETS & DRAINAGE	REDI MIX CONCRETE/MISC ROAD SUPPLIES
PW - STREETS AND DRAINAGE	MASTEC NORTH AMERICA, INC.	\$12,054.34	0014006-543200 UTILITY SERVICES / ST LIGHT	STREETS & DRAINAGE	REPLACE STREETLIGHT BASES AT CITY HALL
PW - STREETS AND DRAINAGE	SUNBELT RENTALS, INC.	\$12,500.00	0014006-546510 REPAIR & MAINTEN / VEH PARTS	STREETS & DRAINAGE	MISC STREETS EQUIPMENT RENTALS
PW - STREETS AND DRAINAGE	UNIVERSAL SIGNS & ACCESSORIES	\$15,000.00	0014006-553100 ROAD MAT & SUPP / PAINT&SIGN	STREETS & DRAINAGE	MISC SIGNS AND SUPPLIES
PW - STREETS AND DRAINAGE	CEMEX	\$20,000.00	0014006-553500 ROAD MAT & SUPP / CURB	STREETS & DRAINAGE	MISC CONCRETE AND SUPPLIES
SOLID WASTE	NEXAIR, LLC	\$10,000.00	4024200-552100 OPERATING SUPPLIES / GAS & OIL	SOLID WASTE	WELDING GASES AND CYLINDER RENTALS
SOLID WASTE	GASPAR PAINT & BODY, INC.	\$10,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE	MISC REFUSE TRUCK PAINT AND BODY WORK

**Purchase Order Approvals between \$10,000 to \$50,000 by the City Manager from November 1, 2023 to November 30, 2023**

SOLID WASTE	UNIFIRST CORPORATION	\$10,000.00	4024200-552500 OPERATING SUPPLIES / UNIFORMS	SOLID WASTE	Solid Waste division Uniforms, towels, and carpets
SOLID WASTE	C.P.M. WELDING, INC.	\$15,000.00	4024200-546510 REPAIR & MAINTEN / VEH PARTS	SOLID WASTE	MISC WELDING REPAIRS/REPLACEMENTS
SUNRISE THEATRE	FORT PIERCE POLICE DEPARTMENT	\$15,000.00	4064600-534990 CONTRACTUAL SVC / SECURITY	SUNRISE THEATRE	Security for Shows
SUNRISE THEATRE	CHOICE ENTERTAINMENT TECHNOLOGIES	\$36,000.00	4064600-534900 CONTRACTUAL SVC / MSC CONT FEE	SUNRISE THEATRE	Ticketing System Software & invoicing



# 2023 Fort Pierce Strategic Plan



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## CITY OF FORT PIERCE MISSION STATEMENT:

*“To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work.”*



# SERVE OUR COMMUNITY

## **GOAL** City Impact Fees: Review, Refinement and Expenditure Direction (with St. Lucie County)

ACTIVITIES/MILESTONES	DATE
Finalize Consultant's Report with Recommendations	1/24
CONFERENCE AGENDA: Discussion and Direction	2/24
DECISION: Impact Fee Adoption	2/24
<b>PLANNING DIRECTOR</b>	

### *Key Issues*

- Law Enforcement Impact Fees
- Cost of Services and Facilities
- Projects
- Impact Fee Marketplace
- Expenditure Direction
- Working with St. Lucie County

### **NOVEMBER 2023 UPDATE**

Returned data to Consultant – next step is for the consultant to put together the justification language for adoption.





# SERVE OUR COMMUNITY

## GOAL St. Lucie County-City/FPUA Strategy: Key Issues, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
<del>JOINT MEETING: Meet with St. Lucie County Commissioners</del>	3/23
Follow-up City Actions	TBD
<b>CITY MANAGER</b>	

### Key Issues

- Annexations
- Impact Fees
- Public ROW Responsibilities
- Utility Service Area Boundaries
- Parking Issues in Downtown
- Location of County Buildings and Facilities
- WWTP Relocation
- Shared Roads
- County-Owned Land
- Parks Maintenance and Security
- Lincoln Park Accelerated Growth - Infill Development
- Homelessness
- Community Mental Health
- County Airport
- Joint Procurement: Avenue D and 7th Street
- Road Upgrades to Respond to Growth
- Harbour Pointe Park

### NOVEMBER 2023 UPDATE

The City Commission and Board of County Commissioners met March 28, 2023 and discussed a wide variety of issues that focused on partnership and collaboration. Subsequently, a meeting was held in late April 2023 to discuss these issues in more detail. Several interlocal agreements are planned to be executed due to the strong collaboration between the two (2) organizations.





# SERVE OUR COMMUNITY

## GOAL City Legislative Advocacy and Agenda: Key Issues, Agenda and Lobbying

ACTIVITIES/MILESTONES	DATE
<del>Establish Legislative Agenda</del>	DONE
<del>Present Agenda to Legislative Delegation</del>	DONE
Lobbying State Legislature	Ongoing Monitoring
<b>CITY MANAGER</b>	

### Key Issues

- Wastewater Treatment Plant: \$45 million
- Avenue D: Approved \$1.5 million

### NOVEMBER 2023 UPDATE

The City of Fort Pierce Legislative Affairs consultant, Gray Robinson, has been extraordinarily successful in directing local funding requests through the state appropriation and grant award process. Indian River Drive (Seaway Drive to Marina Way) and the relocation of the Island Water Reclamation Facility have already been awarded funding, and the reconstruction of Avenue D (North 29th Street to Indian River Drive) have been awarded funding.





# SERVE OUR COMMUNITY

**GOAL** Proactive City Corporate Communications Strategy and Action Plan: Outcomes, Best Practices, Report with Options, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Complete an Assessment of current methods	12/23
Prepare Update Report and budget recommendations	1/24
CONFERENCE AGENDA: Presentation and Direction	1/24
<b>ADMINISTRATIVE SERVICES DIRECTOR</b>	

### Key Issues

- Goals
- Roles: City Government
- ROI - Effectiveness of Methods
- Differing Approaches for Different Demographics
- Moving Target: Methods and Platforms
- Resources Needed
- Funding Level
- Information Security
- Third Party Platforms
- Changing Social Media Environment

### NOVEMBER 2023 UPDATE

In progress.





# SERVE OUR COMMUNITY

## GOAL Comprehensive Ordinance Review and Update: Completion

ACTIVITIES/MILESTONES	DATE
<b>(A) Planning and Zoning - Chapter 125</b>	
1. <del>Complete internal review of current ordinances</del>	8/23
2. Identify needed changes and prepare draft ordinances	12/23
3. Planning Board: Review and Recommendations	1/24
4. DECISION: Planning and Zoning Ordinances Adoption	2/24

### (B) Purchasing

1. <del>Complete internal review</del>	8/23
2. Identify needed changes and prepare draft ordinances	12/23
3. DECISION: Purchasing Ordinances Adoption	1/24

(A) PLANNING DIRECTOR  
(B) FINANCE DIRECTOR

### Key Issues

- Outdated Ordinances
- Language Clarification
- Streamlining Processes
- Purchasing Card
- Construction Manager-at-Risk



## NOVEMBER 2023 UPDATE

### ○ Planning and Zoning

Multiple amendments in process including: Planned Development process, Architectural design, expansion of CBD, Boardinghouses, Plats, Site Plan thresholds etc.

### ○ Purchasing

In progress.





# SERVE OUR COMMUNITY

## GOAL City Services and Staffing Plan for Growth: Direction and Funding

ACTIVITIES/MILESTONES	DATE
Prepare proposed Budget FY 2024	7/23
BUDGET WORKSHOP: Direction	7/23
DECISION: Budget FY 2024 Adoption	9/23
<b>CITY MANAGER</b>	

### Key Issues

- Homestead Cap Growth
- Millage Rate
- Housing Valuation
- Increasing Operational Costs
- Population Growth and Growth in Demands for City Services
- Average Households: \$300 Annual Contribution to Ad Valorem Taxes

### NOVEMBER 2023 UPDATE

All departments within the structure of the City of Fort Pierce are currently being evaluated for efficiency purposes.





# SERVE OUR COMMUNITY

## GOAL Management and Employee Succession Plan and Process: Report

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	12/23
CITY MANAGER	

### Key Issues

- Public Works Director
- City Engineer
- Marina Director
- City Manager
- Chief of Police

### NOVEMBER 2023 UPDATE

Educational leadership development practices are being implemented throughout the organization to prepare the next generation of leaders.





# SERVE OUR COMMUNITY

## GOAL IT Enhancement/Master Plan Implementation: Update Report

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	5/23
<del>CONFERENCE AGENDA:</del> Presentation and Discussion	5/23
INFORMATION TECHNOLOGY DIRECTOR	

### NOVEMBER 2023 UPDATE

Complete. The Tyler ERP Migration Project Status Report was distributed to the City Commission on May 5, 2023.





# SERVE OUR COMMUNITY

## GOAL Grants and Outside Funding Sources: Identification, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
<del>Receive from departments current and potential grants</del>	5/23
<del>Prepare report for City Manager</del>	7/23
<del>BUDGET WORKSHOP: Presentation and Discussion</del>	7/23
<b>FINANCE DIRECTOR</b>	

### Key Issues

- Matching Funding
- Reporting Requirements
- Administrative Costs
- Application Process

CURRENT:	AWARDED	MATCH	DATE	STATUS/NOTES
■ African-American Historical & Cultural Grant	\$483,662.00	N/A	8/1/2022	Awarded
■ CFP FPUA Job Growth Grant	\$2,745,223.00	\$2,000,000.00	6/3/2019	Awarded
■ Closing the Gap	\$100,000.00	N/A	6/15/2021	Awarded-Technical Assistance
■ FL DEP Trails Program	\$82,767.60	\$18,048.72	9/01/2022	Awarded
■ FL DOS General Program Support (2023)	\$150,000.00	\$2,870,048.00	6/8/2022	Awarded
■ FL DOS General Program Support (2024)	\$90,641.00	\$2,859,500.00	6/8/2023	Awarded
■ Laws of Florida, Chapter 2022-156, Specific Appropriation 2944A	N/A	N/A	3/30/2023	Awarded-Technical Assistance
PROPOSED	AWARDED	MATCH	DATE	STATUS/NOTES
■ DOE Energy Efficiency & Conservation Block Grant (EECBG) Program	TBD	N/A	4/28/2023	Potential Award
■ FEMA-Building Resilient Infrastructure & Communities	TBD	TBD	TBD	Potential Award
■ FL DOS General Program Support (2025)	TBD	TBD	TBD	Potential Award
As of 7/25/2023	<b>TOTAL:</b>	<b>\$3,652,293.60</b>	<b>\$7,747,596.72</b>	





# SERVE OUR COMMUNITY

## GOAL City Compensation Policy: Classification and Compensation Study Report Direction and Funding

ACTIVITIES/MILESTONES	DATE
Complete the Classification and Compensation Study	4/23
Review by City Manager	5/23
BUDGET WORKSHOP: Presentation and Discussion	7/23
INTERIM HUMAN RESOURCES DIRECTOR	

### Key Issues

- Competitive Employment
- Shortage Selected Positions
- Financial Constraints and Realities

### NOVEMBER 2023 UPDATE

Complete.





# SERVE OUR COMMUNITY

## GOAL Labor Negotiations and Contracts: Teamsters, PBA Officers and PBA Sergeants & Lieutenants

ACTIVITIES/MILESTONES	DATE
<b>Teamsters</b>	
1. <del>Begin negotiations</del>	5/23
2. <del>Complete negotiations</del>	11/23
3. <del>DECISION: Contract Approval</del>	12/23
<b>PBA Police Officers</b>	
1. <del>Begin negotiations</del>	2/23
2. <del>Complete negotiations</del>	4/23
3. <del>DECISION: Contract Approval</del>	5/23
<b>PBA Sergeants &amp; Lieutenants</b>	
1. <del>Begin negotiations</del>	2/23
2. <del>Complete negotiations</del>	4/23
3. <del>DECISION: Contract Approval</del>	5/23
<b>HUMAN RESOURCES MANAGER</b>	



### NOVEMBER 2023 UPDATE

#### ○ Teamsters

The City of Fort Pierce and local Teamsters Union 769 have not reached an agreement for the 2023 contract.

#### ○ PBA Police Officers

Complete. Contract was approved by the Commission at the April 17, 2023 meeting.

#### ○ PBA Sergeants & Lieutenants

Complete. Contract was approved by the Commission at the April 17, 2023 meeting.





# SERVE OUR COMMUNITY

## GOAL Natural Gas Strategy: Development, Direction and Implementation

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	1/24
Strategic Planning Workshop: Presentation and Discussion	1/24
FPUA DIRECTOR OF UTILITIES	

### Key Issues

- Prices locked in for two years

### NOVEMBER 2023 UPDATE

The FMPA Executive Committee approved and completed the purchase of 20% gas needs for power generation for the period of April 2025 thru March 2026. This is another major step towards providing affordable low-cost power to FPUA and the City of Fort Pierce.

Summary of purchases gas needs for power generation:

- April 2023 thru March 2024 = 75% acquired
- April 2024 Thru March 2025 = 50% acquired
- April 2025 thru March 2026 = 20% acquired

As a result of these approvals, the electric power cost adjustment for the 2024 calendar year will vary minimal throughout the year.





# SERVE OUR COMMUNITY

## GOAL American Rescue Program: Direction on Project Allocations

ACTIVITIES/MILESTONES	DATE
Develop Allocation Plan for \$300,000	6/23
BUDGET WORKSHOP: Direction and Decision	7/23
CITY MANAGER	

### Key Issues

- Unallocated Funds: \$300,000

### NOVEMBER 2023 UPDATE

Completed. The funds were allocated to the Fort Pierce Animal Adoption Center for capital improvements to the facility.





# SERVE OUR COMMUNITY

## GOAL Customer Service and Working Remotely/Flexible Hours: Update Report

ACTIVITIES/MILESTONES	DATE
<del>Receive departmental policies and practices</del>	7/23
Provide a Comprehensive Report & Policy to the City Manager	1/24
<b>HUMAN RESOURCES DIRECTOR</b>	

### Key Issues

- Equipment
- Security
- Performance Monitoring and Accountability
- Different Departments Different Needs
- Potential City Liability

### NOVEMBER 2023 UPDATE

The Administrative Services Director is still researching information.





# DEVELOP OUR COMMUNITY

## GOAL Brightline Stop/Station in Fort Pierce: Proactive Next Steps

ACTIVITIES/MILESTONES	DATE
Monitor actions	Ongoing
Develop Conceptual Design	10/23
Identify Potential Partner	10/23
Lobby Federal Government and State of Florida for funding	Ongoing
Receive Response from Brightline	1/24
<b>CITY MANAGER</b>	

### Key Issues

- Location
- Future Land Use
- Station Design
- Potential Development Partner
- Outside Funding Sources
- Funding Conceptual Design
- ROW
- Utility Locations
- Pedestrian Connectivity

### NOVEMBER 2023 UPDATE

The City of Fort Pierce executed an interlocal agreement with SLC TPO for funding participation for architectural design services for our future passenger rail station. This design will include elements for the inclusion of higher education facilities due to our impending development relationship with Indian River State College. Subsequently, an RFP was advertised by Brightline for a Treasure Coast Station. The focus of our effort has now been redirected to providing a response to this RFP, which is due 12/22/23.





# DEVELOP OUR COMMUNITY

## GOAL Annexations Strategy/Interlocal Service Boundary Agreement: Paradise Park and Other Enclaves(s)

ACTIVITIES/MILESTONES	DATE
<del>Work with St. Lucie County on Annexation</del>	6/23
<del>DECISION: 41+ Individual Parcel Annexations</del>	6/23
DECISION: Paradise Park Annexation	3/24

**CITY MANAGER**

### Key Issues

- St. Lucie County

### NOVEMBER 2023 UPDATE

City of Fort Pierce and Saint Lucie County Staff members met in late April 2023 to initiate the negotiation process associated with a possible Interlocal Service Boundary Agreement (ISBA) for Paradise Park and Fiesta Hill. City staff drafted a term sheet, phasing map, and 5-year schedule of parcels and infrastructure to be annexed.



- City Limits
- Unincorporated SLC/FPUA Retail Service Area
- Area identified for annexation through ISBA



# DEVELOP OUR COMMUNITY

## GOAL Growth Management Plan: Scope, Development and Adoption

ACTIVITIES/MILESTONES	DATE
<del>Define scope of project</del>	<del>5/23</del>
<del>JOINT FPUA STRATEGIC PLANNING WORKSHOP: Water and Wastewater</del>	<del>8/23</del>
Prepare Growth Report	12/23
CONFERENCE AGENDA: Presentation and Discussion	12/23
FPUA/CITY MANAGER	

### Key Issues

- Water Expansion
- Wastewater Expansion
- Funding
- Community Needs
- Future Growth Direction

### NOVEMBER 2023 UPDATE

In progress.



Site location for new water treatment plant





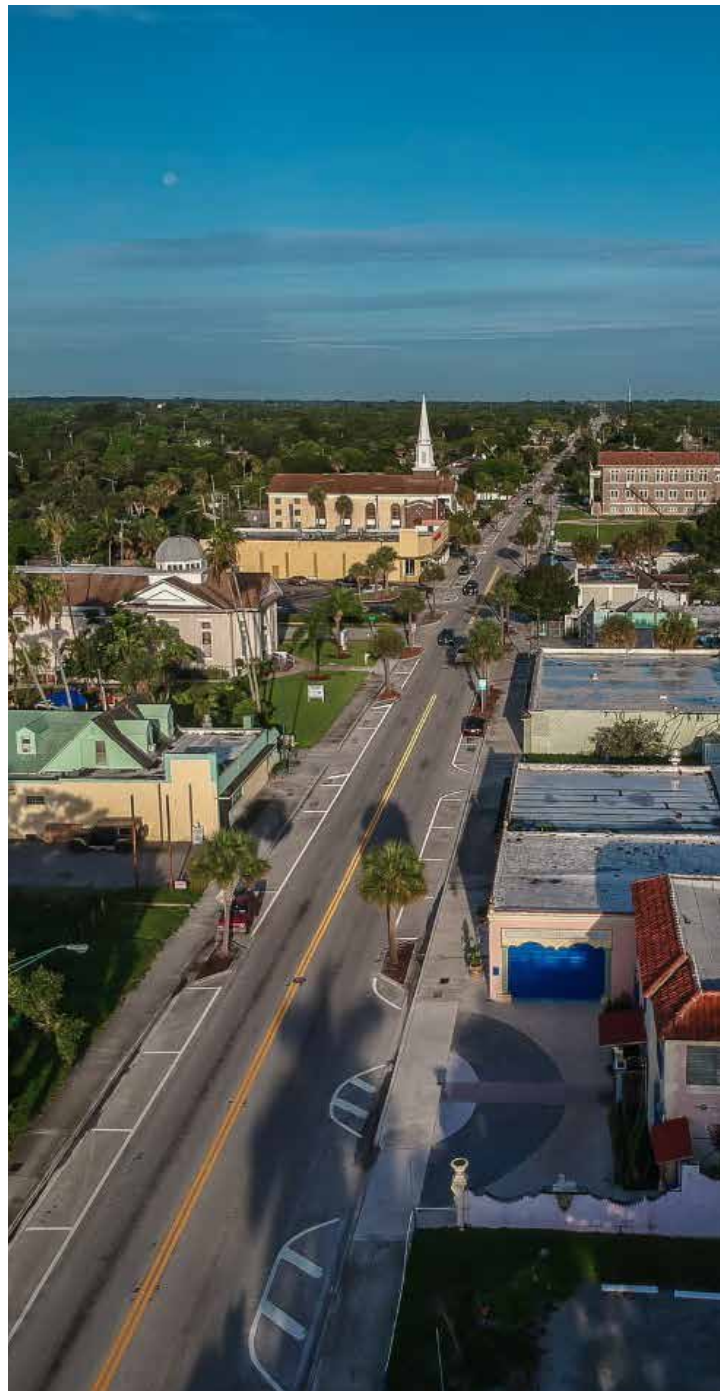
# DEVELOP OUR COMMUNITY

## GOAL Orange Avenue Corridor Street Improvements: Project Completion

ACTIVITIES/MILESTONES	DATE
Orange Avenue Beautification Project - U.S. 1 to 10th Street: Completion	2026
Orange Avenue Beautification Project - FDOT - 13th to 33rd Street: Completion	2026
CITY ENGINEER/FDOT	

### Key Issues

- Project Completion



### NOVEMBER 2023 UPDATE

- Fort Pierce Utilities Authority is currently relocating their facilities in anticipation of the award of the FDOT construction contract.
- FDOT anticipates construction commencement in Spring 2024 with construction expected to last two years.





# DEVELOP OUR COMMUNITY

## GOAL Downtown Development Master Plan Implementation: Direction and Funding

ACTIVITIES/MILESTONES	DATE
<del>Establish CIP Plan for Downtown Projects</del>	3/23
<del>Identify funding sources</del>	6/23
<del>Prepare Report</del>	6/23
<del>BUDGET WORKSHOP: Presentation and Direction</del>	7/23
<b>CITY MANAGER</b>	

### Key Issues

- Streetscape Project
- Beautification Project
- Pedestrian Connectivity

### NOVEMBER 2023 UPDATE

The Downtown Master Plan is complete. Capital improvement projects have been identified to accomplish this plan and will be added to the City of Fort Pierce CIP for funding assignment.





# DEVELOP OUR COMMUNITY

## GOAL County Airport Development: Update and City Actions

ACTIVITIES/MILESTONES	DATE
Request St. Lucie County Airport Director status and future direction	TBD
<b>CITY MANAGER</b>	

### Key Issues

- Vision Direction
- Commercial Air Service

### NOVEMBER 2023 UPDATE

A request will be made to the County Administrator for an update on airport matters within the next few months.



**TREASURE COAST**  
International Airport & Business Park  
AT ST. LUCIE COUNTY





# DEVELOP OUR COMMUNITY

**GOAL** Tourism Expansion Strategy/Action Plan: Update Report, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Update Report from Tourism Development Council	10/23
SUNRISE THEATRE DIRECTOR/ COMMISSIONER J. JOHNSON	

### Key Issues

- Bed Tax Allocation
- Tourism Tax for City of Fort Pierce
- 1-Cent Available
- Fort Pierce Generation: 58%

### NOVEMBER 2023 UPDATE

As mentioned in our Annual Report in October, we are currently part of an economic impact study being conducted by the TDC. It is only half way through and an update will be given upon completion.





# DEVELOP OUR COMMUNITY

## GOAL Neighborhood Identity and Branding - Phase 1: Consultant Selection and Neighborhood Identification

ACTIVITIES/MILESTONES	DATE
Issue RFP for consulting services	9/23
DECISION: Bid Award	1/24
Develop Plan by consultant	3/24
Select Neighborhoods for Phase 1	4/24
<b>CITY MANAGER</b>	

### NOVEMBER 2023 UPDATE

A Request for Qualifications has been drafted soliciting Statements of Qualifications from professional firms qualified to provide design and consulting services in a variety of areas for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives such as the Fort Pierce Redevelopment Agency (FPRA) Plan, the Comprehensive Development Plan, the Capital Improvements Plan as well as other projects and associated proposals presented to the Fort Pierce City Commission and FPRA Board. This streamlined approach will allow us to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA rather than issuing multiple RFPs. This consulting opportunity has been advertised to obtain vendor qualifications.





# DEVELOP OUR COMMUNITY

## GOAL Island Reclamation Plant Relocation: Design (90%) and Construction

ACTIVITIES/MILESTONES	DATE
Complete <del>90% Design</del>	<del>9/23</del>
FPUA DIRECTOR OF UTILITIES	



### NOVEMBER 2023 UPDATE

The MWRFP project is progressing well on still on track for completion in October 2025. The design-build team has finalized and delivered the 100% drawings and are finishing up the technical specs now. Major work completed on-site includes the stormwater system, both upset and stormwater ponds, perimeter fence has been completed, Globaltech has finished the temporary 12” and 16” pipework connections to the upset pond in advance of the well flow-testing scheduled during the December TCEC shutdown. Building permits have been submitted for the Aqua Nereda concrete foundation and the above-ground reclaim water storage tank. Jacquin has received the majority of the specs and drawings for the large O&M building and expect to mobilize crews in January 2024 to begin. We expect some form and pour concrete work on the Aqua Nereda tank foundation by the end of 2023.



# DEVELOP OUR COMMUNITY

## GOAL Wave Garden Development: Permitting and Construction

ACTIVITIES/MILESTONES	DATE
Issue Permit	10/24
Begin construction	1/25
<b>BUILDING DIRECTOR</b>	

### NOVEMBER 2023 UPDATE

No information change/update for this project.





# DEVELOP OUR COMMUNITY

## GOAL King's Landing Development: Plan Review

ACTIVITIES/MILESTONES	DATE
Complete sitework review	11/23
Complete sitework	11/24
Begin construction	12/24
<b>BUILDING DIRECTOR</b>	

### NOVEMBER 2023 UPDATE

Pending the completion of Departmental Permit Compliance Reviews (DPCR) for site work only.

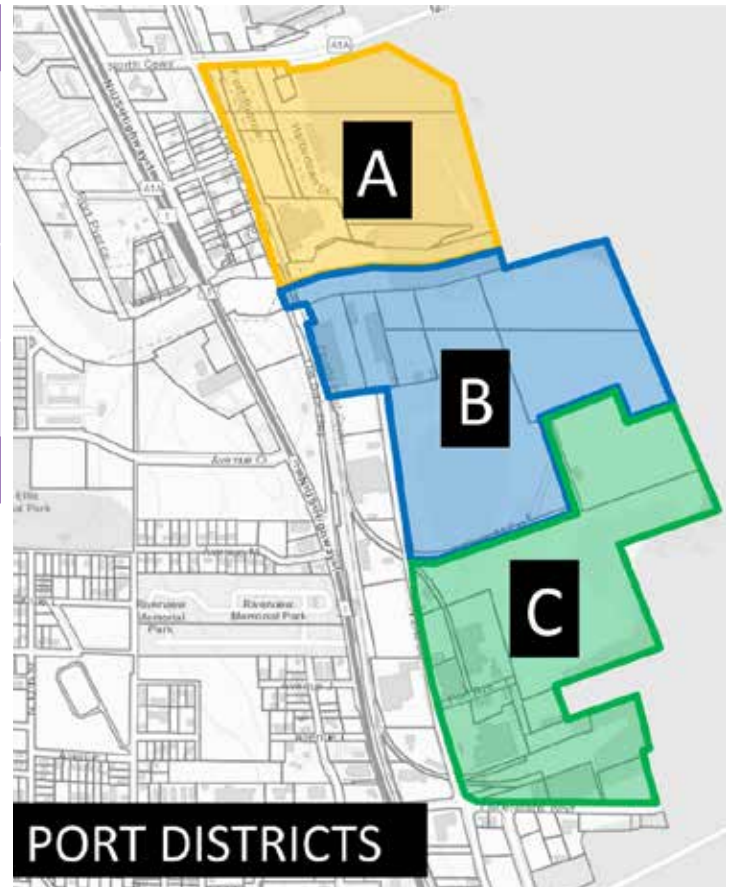




# DEVELOP OUR COMMUNITY

## GOAL Port Development: Re-Zoning Direction

ACTIVITIES/MILESTONES	DATE
Planning Board: Review	5/23
Stakeholder Meeting	11/23
Planning Board	12/23
DECISION: Port Re-zoning Approval	2/24
<b>PLANNING DIRECTOR</b>	



### NOVEMBER 2023 UPDATE

Meeting for property owners set for November 30, 2023.





# DEVELOP OUR COMMUNITY

## GOAL South Beach Plan Development (2): Preparation and Direction

ACTIVITIES/MILESTONES	DATE
<del>Review Planned Developments (2)</del>	<del>6/23</del>
Planning Board: Review	TBD
DECISION: South Beach PD (2) Approval	TBD
<b>PLANNING DIRECTOR</b>	

### NOVEMBER 2023 UPDATE

Awaiting proposed projects to be submitted for review.





# DEVELOP OUR COMMUNITY

## GOAL Resilient City Strategy/Action Plan: Report, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
<del>CONFERENCE AGENDA: Resiliency Strategy/Action Plan Discussion and Direction</del>	<del>3/23</del>
<del>Provide Resiliency Strategy/Action Plan Report to City Manager</del>	<del>10/23</del>
<b>BUILDING DIRECTOR</b>	

### Key Issues

- Staffing
- Equipment
- Resources for Crisis Response



Thumb Point Drive Seawall Breach



# DEVELOP OUR COMMUNITY

## GOAL SUN Trail through Downtown: Update Report, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
Complete Preliminary Design on Indian River Drive	On hold
Prepare Update Report	1/24
CONFERENCE AGENDA: SUN Trail - Indian River Drive Report Discussion and Direction	2/24
<b>CITY ENGINEER</b>	

### NOVEMBER 2023 UPDATE

Design plans currently on hold at 30% pending directives to the following elements:

- To qualify for SUN Trail funding the trail must be separated from motorized vehicles. The section along 3rd Street from Georgia Avenue to Delaware Avenue does not have adequate right-of-way width to accomplish this requirement.
- A grant application has been submitted to FDOT for right-of-way acquisition along 3rd Street from Delaware Avenue to Georgia Avenue.
- The trail will pass beneath the Citrus Avenue Overpass and continue within the 3rd Street right-of-way north of the overpass to Boston Avenue. At this point, the trail will have to cross the FEC property that may be the site of a proposed Brightline Station. The trail needs to be incorporated into the concept plans of the new station.
- The next section of the trail is proposed

to travel along Orange Avenue into downtown. A decision must be made whether Orange Avenue becomes a “share road” or on-street parking be eliminated to create a dedicated trail.

- The trail will continue along Indian River Drive from Orange Avenue to Backus Avenue. This section of Indian River Drive is currently under design by a different consultant. A complete streetscape along with a redesign of the bridge crossing Moore’s Creek is underway. This design will incorporate the trail route.
- The next area in question is from South Bridge along the Fisherman’s Wharf property. Again, this is a developing area, and the trail needs to conform with the proposed improvements.
- This segment of the SUN Trail terminates at Fisherman’s Wharf and the exact location either the north or south side of Fisherman’s Wharf is directly dependent on the current PD&E Study that is taking place for the proposed overpass/tunnel crossing FEC Railroad connecting N. 2nd Street to Old Dixie Highway.





# DEVELOP OUR COMMUNITY

## GOAL Parking Pilot Study: Implementation, Evaluation and Future Direction

ACTIVITIES/MILESTONES	DATE
Install Paid Parking and Enforcement Software	6/24
Kick off Pilot Project	6/24

**COMMUNITY RESPONSE DIRECTOR**

### Key Issues

- Equipment
- Software
- Resident Free
- Visitor Fee

### NOVEMBER 2023 UPDATE

RFP No. 2023-057 – Parking Management Services complete and bids have been received. Due to the holiday, the organizational meeting for the review team is scheduled for November 28, 2023 at 10:30.





# DEVELOP OUR COMMUNITY

## GOAL Seaplanes Facility and Service: Design and Construction

ACTIVITIES/MILESTONES	DATE
Complete Design	11/23
Issue Permit	2/24
Begin construction	4/24
Open	11/24
<b>CITY ENGINEER</b>	

### NOVEMBER 2023 UPDATE

- Revisions to the original design were requested by staff based on minimum cul-de-sac radius requirements as per the State of Florida Fire Code along with options to lessen the environmental impacts of the project to the surrounding area. The updated plans were received on November 15, 2023, and are currently under review.
- Once the review is complete the FDEP Environmental Resource Permit application will be submitted. Staff anticipates receipt of the permit in February 2024.
- Construction is expected to commence Spring 2024 and be finalized 6-7 months after the construction start date.





# DEVELOP OUR COMMUNITY

## GOAL Fisherman’s Wharf Development: Plan Adoption

ACTIVITIES/MILESTONES	DATE
Prepare Land Use Site Plan/PD Phase 1	TBD
Planning Board: Review	TBD
DECISION: Land Use Site Plan/ Development Approval	TBD
CITY MANAGER	

### Key Issues

- Agreement Amendment
- Developer Obligation
- City Obligation
- Title Issues Resolution
- Boat Ramp Issues

### NOVEMBER 2023 UPDATE

The three parties (Pierce 1, City of Fort Pierce, and Fort Pierce Redevelopment Agency) desire to extend and toll the time periods in the Agreement by twelve (12) months to allow the developer to explore alternative development location(s). To that end, a 4th Amendment was presented to and approved by the City Commission on August 21, 2023 and the FPRA Board on September 12, 2023.





# DEVELOP OUR COMMUNITY

**GOAL** Development Review Task Force: Report with Recommendations, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
<del>Prepare Update Report with Recommendations</del>	<del>10/23</del>
<del>CONFERENCE AGENDA: Development Review Task Force Discussion and Direction</del>	<del>10/23</del>
PLANNING DIRECTOR	

## NOVEMBER 2023 UPDATE

Complete.





# DEVELOP OUR COMMUNITY

## GOAL Public Transportation Implementation of Agreement: Update Report

ACTIVITIES/MILESTONES	DATE
<del>Request Update Report from St. Lucie County Community Transit Department</del>	<del>6/23</del>
CITY MANAGER	

### Key Issues

- Routes

### NOVEMBER 2023 UPDATE

Complete. St. Lucie County Community Transit representatives provided an update report at the June 12, 2023 Conference Agenda meeting.





# DEVELOP OUR COMMUNITY

**GOAL** Short-Term Vacation Rental: Problem Analysis, Best Practices, Report with Findings and Options, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
<del>Prepare Report - Status and Costs</del>	<del>6/23</del>
<del>CONFERENCE AGENDA: Short-Term Vacation Rental Report Discussion and Direction</del>	<del>6/23</del>
<b>COMMUNITY RESPONSE DIRECTOR</b>	

## NOVEMBER 2023 UPDATE

Complete. Update presented at June 12, 2023 Conference Agenda meeting.





# DEVELOP OUR COMMUNITY

## GOAL Landscape Code: Revisions

ACTIVITIES/MILESTONES	DATE
TRC: Review	11/23
Planning Board: Review	1/24
DECISION: Landscape Code Adoption	2/24
<b>PLANNING DIRECTOR</b>	

### NOVEMBER 2023 UPDATE

Landscape amendments and review incorporated as part of the Comprehensive Ordinance Review and Update.





# DEVELOP OUR COMMUNITY

## GOAL Bike Lane over South Bridge: Report with Options, Direction, Funding and City Actions

ACTIVITIES/MILESTONES
<del>CONFERENCE AGENDA: Bike Lane over Bridge Discussion and Direction</del>
<del>Pursue TPO and FDOT Funding</del>
<del>Receive notification of funding</del>
CITY ENGINEER

### Key Issues

- \$1 Million Project Cost
- St. Lucie County Participation

### NOVEMBER 2023 UPDATE

- Report and direction currently on hold.
- Staff and TPO working with FDOT to provide permanent pedestrian/bicycle counters to record data for future improvements.





# ENGAGE OUR COMMUNITY

## GOAL “One Fort Pierce” Community - Strengthening: Next Steps

ACTIVITIES/MILESTONES	DATE
State of the City: City Commissioner Presentation	3/23
MAYOR/CITY MANAGER	

### Key Issues

- Individual Commissioner Meeting
- Community Engagement with the City

### NOVEMBER 2023 UPDATE

Complete. Video completed with participation from all City Commissioners. The video is available for viewing at this link: <https://youtu.be/ODufxmDhLt8>

## 2023 STATE OF THE CITY ADDRESS Fort Pierce City Commission



Mayor Linda Hudson



Comm. Curtis Johnson, Jr.



Comm. Michael Broderick



Comm. Arnold Gaines



Comm. Jeremiah Johnson





# ENGAGE OUR COMMUNITY

## GOAL Community Policing Expansion: Actions 2023

ACTIVITIES/MILESTONES	DATE
Prepare Update Report	6/23
<del>CONFERENCE AGENDA: Community Policing Expansion Report</del>	6/23
POLICE CHIEF	

### NOVEMBER 2023 UPDATE

Completed June 12, 2023.





# ENGAGE OUR COMMUNITY

**GOAL** Community Events and Festivals: Permitting Fee, Quality Control, Evaluation and Direction

ACTIVITIES/MILESTONES	DATE
Prepare Report	7/23
CONFERENCE AGENDA: Community Events Report Discussion and Direction	11/23
Administrative Decision: Fees	11/23

**PUBLIC WORKS DIRECTOR**

### Key Issues

- Rental Fees
- Costs
- Residents vs. Non-Residents

### NOVEMBER 2023 UPDATE

Complete. The report was presented at the 11/13/23 Conference Agenda meeting.





# ENGAGE OUR COMMUNITY

**GOAL** Celebrating Community Heroes: Concept Definition, Best Practices, Report with Options, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
<del>Prepare draft design</del>	<del>7/23</del>
<del>DECISION: Celebrating Community Heroes Direction</del>	<del>8/23</del>
<b>PUBLIC WORKS DIRECTOR</b>	

## NOVEMBER 2023 UPDATE

Complete.





# BEAUTIFY OUR COMMUNITY

**GOAL** Public Facilities Maintenance/Appearance Upgrade  
Enhancements: Direction, Funding and City Actions

ACTIVITIES/MILESTONES	DATE
Public Facilities Maintenance/ Appearance Upgrade Report	2/24
<b>PUBLIC WORKS DIRECTOR</b>	

## NOVEMBER 2023 UPDATE

In progress, compiling cost estimates.





# BEAUTIFY OUR COMMUNITY

## GOAL Annual Beach Renourishment - St. Lucie County and U.S. Army Corps of Engineers: City Role and Funding

ACTIVITIES/MILESTONES	DATE
<del>DECISION: FPRA Contribution</del>	<del>5/23</del>
<del>Identify funding in the CIP</del>	<del>6/23</del>
<del>BUDGET WORKSHOP: Beach Renourishment Funding</del>	<del>7/23</del>
<b>CITY MANAGER</b>	

### Key Issues

- \$1 Million over 4 Years

### NOVEMBER 2023 UPDATE

Completed. The FPRA Board accepted and approved the FPRA CIP and the Beach Renourishment project is slated for funding. The Saint Lucie County contractor (Manson Construction) placed the last load of sand for the current project on April 25, 2023. In total, approximately 500,000 cubic yards of sand were placed on the beach immediately south of Fort Pierce Inlet. The project started on March 11, 2023, and it took approximately 46 days to complete (24/7 operation).





# BEAUTIFY OUR COMMUNITY

**GOAL** Entrances/Gateways/Community Beautification Plan: Development and Adoption

ACTIVITIES/MILESTONES	DATE
<b>Wayfinding Signs</b>	
1. <del>Bid for Wayfinding Signs</del>	<del>3/23</del>
2. <del>DECISION: Award Contract for Wayfinding Signs Installation</del>	<del>8/23</del>
3. Complete installation	4/24

<b>Entrance Signs</b>	
1. <del>Expand contract to include Entrance Signs</del>	<del>8/23</del>
2. Complete installation	4/24

## PUBLIC WORKS DIRECTOR

### NOVEMBER 2023 UPDATE

Working with vendor now on conceptual renderings.





# BEAUTIFY OUR COMMUNITY

**GOAL** Mural Projects 2023: Direction

ACTIVITIES/MILESTONES	DATE
Complete murals	12/23
CITY MANAGER	

## NOVEMBER 2023 UPDATE

Complete.

A COMMUNITY EVENT

THE PEACOCK ARTS DISTRICT  
MURAL PROGRAM

*Inauguration*  
AND ARTWALK

MONDAY, SEPTEMBER 25, 2023 AT 10AM  
CITY PARKING LOT ON ORANGE AVE &  
7TH STREET

FREE ADMISSION



CITY OF  
FORT  
PIERCE



# ENJOY OUR COMMUNITY

**GOAL** Crime Reduction Action Plan: Update Report, New Initiatives, Direction and City Actions

ACTIVITIES/MILESTONES	DATE
<del>CONFERENCE AGENDA: Report Presentation</del>	<del>6/23</del>
POLICE CHIEF	

## NOVEMBER 2023 UPDATE

Completed June 12, 2023.





# ENJOY OUR COMMUNITY

## GOAL Pinewood Recreation Facility Improvements: Completion

ACTIVITIES/MILESTONES	DATE
<del>Refresh pavilion and restrooms</del>	<del>8/23</del>
Install play sets	12/23
Complete pickle ball court	12/23

**PUBLIC WORKS DIRECTOR**

### Key Issues

- Activities for families
- Celebrating the improvements with the community
- Homeless in park

### NOVEMBER 2023 UPDATE

- Playset is here and anticipated to be installed within the next 30-45 days.
- The bid for pickleball courts will go out at the end of November.





# ENJOY OUR COMMUNITY

## GOAL Little Jim Operations: Direction

ACTIVITIES/MILESTONES	DATE
<del>DECISION: Lease Direction</del>	<del>6/23</del>
CITY MANAGER	

### NOVEMBER 2023 UPDATE

Complete. The City Commission directed Staff the perform all the necessary research over the next six (6) months to prepare the required RFQ/RFP for property utilization.





# ENJOY OUR COMMUNITY

## GOAL Jaycee Boat Ramp Enhancements: Update Report and Direction

ACTIVITIES/MILESTONES	DATE
<del>Complete Preliminary Design</del>	<del>3/23</del>
<del>DECISION: Jaycee Boat Ramp Construction Funding</del>	<del>6/23</del>
Complete construction	12/23

**CITY ENGINEER**

### NOVEMBER 2023 UPDATE

- Construction is underway and is progressing at a slower pace due to the high-water conditions.
- Construction activities completed include the demolition of the existing boat docks, sheet piling installation, and concrete pours for two of the three abutments.
- Upcoming scheduled construction involves the concrete pour for the third abutment on 11/16/23 and the installation of the floating docks the first week of December.
- The contractor anticipates final construction completion on December 22, 2023.





# ENJOY OUR COMMUNITY

## GOAL Community Mental Health Strategy and City Actions (with Community Partners): Development

ACTIVITIES/MILESTONES	DATE
Legislative Advocacy	Ongoing
1. Federal Government 2. State of Florida 3. St. Lucie County	
CITY MANAGER	

### Key Issues

- Information to Our Community about Mental Health Services
- Agencies Unawareness of Other Agencies
- Legislative Advocacy

### NOVEMBER 2023 UPDATE

As preparations for the 2024 State Legislative Session gear up, staff will begin meeting in September with the Mayor and Commissioners to discuss their priorities with a focus on legislation and projects that align with and promote the City's vision and initiatives.





# ENJOY OUR COMMUNITY

## GOAL Smart City Initiative Development: Direction and Actions

ACTIVITIES/MILESTONES	DATE
<del>Complete Downtown Fiber</del>	<del>6/23</del>
<del>Complete Lincoln Park Fiber</del>	<del>7/23</del>
Complete Industrial Park (Airport) Fiber	2/24
Finalize agreement on Downtown Kiosk	2/24

**FPUA DIRECTOR OF UTILITIES**

### NOVEMBER 2023 UPDATE

- Construction in the Airport Industrial Park started October 2nd. Eighty Percent of the fiber within the Industrial Park is installed. Over the next few months we will begin to splice the fiber into the cabinet. The fiber within the actual Airport has been designed but need to set up a meeting with the Airport to discuss installation of conduit.
- The FPUA attorney has reviewed the Kiosk agreement and now we are working with City Staff to set up a joint meeting to review how we move this project forward. Meeting should be scheduled for the first or second week in December.





# ENJOY OUR COMMUNITY

## GOAL Animal Shelter Implementation: Next Steps

ACTIVITIES/MILESTONES	DATE
<del>Complete on-boarding</del>	3/23
<del>Complete IT infrastructure</del>	5/23
<del>Stabilize Veterinarian Services and Price</del>	6/23
<del>Expand Outreach Program</del>	6/23
Create 501C3 non-profit organization/foundation for community donations	1/24
<b>COMMUNITY RESPONSE DIRECTOR</b>	



### NOVEMBER 2023 UPDATE

Operations Manager Summer Rulapaugh is working with Lead Volunteer Kim Dean to begin developing the 501C3 organization. Step 1 is to identify at least 3 individuals to create a Board of Directors – current work in progress.





# ENJOY OUR COMMUNITY

## GOAL Lincoln Theater: Request an Update Report

ACTIVITIES/MILESTONES	DATE
<del>Request Update Report</del>	<del>5/23</del>
CITY MANAGER	

### NOVEMBER 2023 UPDATE

Complete. An update from the Martin Luther King Commemorative Committee was scheduled to take place at the 4/10/23 Conference Agenda meeting. Lincoln Theater representatives did not attend as expected. No further action is planned at this time





# ENJOY OUR COMMUNITY

## GOAL Sunrise Theatre Future/Program Expansion: Update Report and Direction

ACTIVITIES/MILESTONES	DATE
<del>CONFERENCE AGENDA: Sunrise Theatre Annual Report</del>	12/23
SUNRISE THEATRE DIRECTOR	

### NOVEMBER 2023 UPDATE

The Sunrise Theatre continues to identify and pursue more diverse and inclusive programming. One of the ways we are doing this is by partnering with several national promoters, which allows us more opportunities to attract higher profile artists while lowering the financial risk.





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