



THE SUNRISE CITY

**FORT PIERCE**  
PURCHASING  
DEPARTMENT  
*Florida*

## PIGGYBACK CONTRACT

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

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.
2. The parties agree that the Vendor has entered a contract with **St. Lucie County**, said contract being identified as: **St. Lucie County Contract, Contract C19-02-162 (Bid No. 19-013)** (said original contract being referred to as the "original government contract"), attached hereto as "**Exhibit A**".
3. The parties agree the original government contract was amended on December 13, 2021 (said amendment being referred to as the "first amendment"), attached hereto as "**Exhibit B**".
4. The parties agree the original government contract and the first amendment were further amended and extended on February 7, 2023 (said amendment being referred to as the "second amendment"), attached hereto as "**Exhibit C**".
5. The terms and conditions of the original government contract, the first amendment, and the second amendment shall be fully binding upon the City and the Vendor.
6. Notwithstanding the requirement that the original government contract, the first amendment, and the second amendment are fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract, the first amendment, and the second amendment as applied to this contract between the Vendor and the City of Fort Pierce, as follows:
  - a) Time Period ("Term") of agreement: **No Change**
  - b) Insurance Requirements: **No Change**
  - c) Any other provisions that will be modified: **No Change**  
Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in the original government contract, the Vendor agrees to send notices, invoices and will conduct all business with:

Notices and conduct all business with:

City of Fort Pierce, Florida

Attention: Jack Andrews, City Engineering

100 N. U.S. Hwy 1  
Fort Pierce, FL 34954  
Telephone: (772) 467-3000  
Email: [jandresws@cityoffortpierce.com](mailto:jandresws@cityoffortpierce.com)

Invoices should be routed to :

City of Fort Pierce, Florida  
Attention: Finance  
100 N. U.S. Hwy 1  
Fort Pierce, FL 34954  
Telephone: (772) 467-3000  
Email: [dfaniel@cityoffortpierce.com](mailto:dfaniel@cityoffortpierce.com)

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

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

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

[Remainder of Page Intentionally Left Blank]

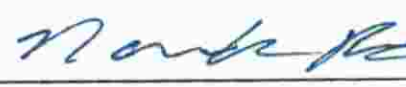
Entered this 15<sup>th</sup> day of September 2023.

**TRP CONSTRCUTION GROUP, LLC:**

By: 

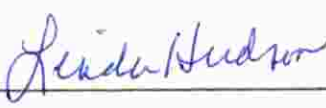
Title: GM

Date: 09/15/2023

Attested by: 

Name: Novak Radovic

**CITY OF FORT PIERCE:**

By: 

Title: Linda Hudson, Mayor

Date: 10/10/2023

Attested by: 

Name: Linda Cox, City Clerk

**Approved as to Form and Correctness:**

Name:   
Sara Hedges, City Attorney

# EXHIBIT A

CONTRACT

C19-02-102

THIS CONTRACT, made this 19<sup>th</sup> day of February, 2019, between ST. LUCIE COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and TOLLE ROADS, LLC, or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. PURPOSE

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. GENERAL DESCRIPTION OF WORK

It is agreed that the Work to be done under this Contract is: Striping and Pavement Markings for Public Works/Road & Bridge as further described in St. Lucie County Bid No. 19-013, made a part hereof by this reference

3. PROJECT MANAGER

The Project Manager for the County is Christopher Lestrangle at (772) 462-2829. The Project Manager for the Contractor is Robert Tolle at (407) 919-9772.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor, as soon as possible after the award of the contract, but prior to the Notice-to-Proceed, shall furnish in writing to the County's Project manager the name and qualifications of the Project Manager who will be in charge of the project, along with the Project Manager's cell phone/direct connect number. The County's Project Manager may reply within fourteen (14) days to the contractor in writing stating whether he/she has an objection to the proposed Project Manager or requires additional time for review. The failure of the County's Project Manager to make objection to the Contractor's Project Manager within the fourteen (14) days of receipt shall constitute an acceptance of such Project Manager.

The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. CONTRACT DOCUMENTS

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

- A. This Contract, consisting of pages 01 through 11 inclusive.
- B. Contractor's Bid and Bid Bonds, consisting of 09 pages.
- C. Bid Documents, consisting of:
  - Call for Bids and Instructions to bidders, page 01 to 10, inclusive
  - Scope of Work, pages 11
  - Bid Forms, pages 12 to 19, inclusive
- E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
- F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. PERFORMANCE GUARANTY

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. TERM

The term of this contract shall be for a period of three (3) years beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for two (2) additional one-year renewal periods pursuant to the same terms and conditions.

7. CONTRACT PAYMENT

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by change order, the total amount in current funds being: **PURSUANT TO THE BID FORM AND PRICES**

Payments shall be made during the term of this Contract in amounts due on the basis of Work completed as certified by the Contractor and approved by the County's Project Manager. The application shall be for the dollar amount of the Work complete prior to the submission of the application. Payment to the Contractor shall be made within 20 business days of the County's receipt of the application. The County may reject the application in writing which shall specify the deficiency and the action necessary to correct the deficiency. Payment shall be due 20 days after the County's receipt of a corrected application, or if different, within such other period of time as defined by F.S. 5218.735, as amended. All applications for payment submitted by the Contractor shall reference the County's Contract number.

The County shall pay the Contractor through payments issued by the County Finance Department, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that any payments withheld for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

8. **SUBCONTRACTORS**

In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

9. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County 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 years after completion of the project and issuance of the final certificate, whichever is sooner.

10. **PUBLIC RECORDS**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, [BellamyS@stlucieco.org](mailto:BellamyS@stlucieco.org), COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982**

11. GUARANTEE

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

12. CONTRACTOR RESPONSIBILITY

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any

responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

13. **INDEMNITY**

The Contractor shall indemnify and hold harmless the County and its officers, and employees, from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

14. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

15. **INSURANCE**

Each such general liability certificate shall include the following wording: "St. Lucie County BOCC, its officers, agents and employees are named as additional insured's with respect to the work performed under this Contract for Striping and Pavement Markings, St. Lucie County Bid No. 19-013".

**Commercial General Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not less than \$1,000,000 per occurrence; and 2) a general aggregate limit of not less than \$2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

**Business Automobile Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than \$1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

**Workers' Compensation and Employers Liability:**

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than \$500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

16. **DEFAULT; TERMINATION**

A. **FOR CAUSE**

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

- (1) If the Contractor 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 Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.
- (3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

- (4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. WITHOUT CAUSE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

17. **NON DISCRIMINATION**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

18. **VERIFICATION OF EMPLOYMENT STATUS**

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

19. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

- a) Is not available within a reasonable period of time; or
- b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

20. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

21. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

22. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

23. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

**As to County:**  
St. Lucie County Administrator  
Administration Annex  
2300 Virginia Avenue  
Ft. Pierce, FL 34982

**With a Copy To:**  
St. Lucie County Attorney  
Administration Annex  
2300 Virginia Avenue  
Ft. Pierce, FL 34982

**As To Contractor:**  
Tolle Road, LLC  
3501 Sanford Avenue  
Sanford, Florida 32773  
Phone: (321) 363-4085  
Fax: (321) 363-4395

or to such other address as any party may designate by notice complying with the terms of this Section. 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 is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

24. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

25. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County 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 Contractor'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 Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor 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 County by the Contractor under the terms of this Contract.

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

27. 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 St. Lucie County. The fee of the mediator shall be shared equally by the parties. 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.

28. ANTITRUST ASSIGNMENT

The Contractor and the County 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 Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

29. INTERPRETATION; VENUE

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event

it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

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:

Betty J  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: Jane Bartz  
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:  
[Signature]  
COUNTY ATTORNEY

WITNESSES:

(1) [Signature]  
(2) [Signature]

TOLLE ROADS, LLC

BY: [Signature]  
PRINT NAME: Robert Tolle  
TITLE: President



## CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

In order to have a drug-free workplace program, a business shall:

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 prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the 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.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

  
\_\_\_\_\_  
Contractor's Signature

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF SEMINOLE

BARBARA PAUGH-HARPER being first duly sworn, deposes and says that:

1. BIDDER is the Robert Tolle  
(Owner, Partner, Officer, Representative or Agent)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

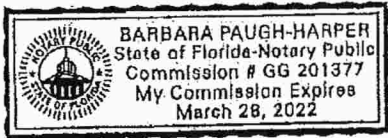
4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against THE COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest.

By [Signature]

Sworn to and subscribed before me on this 15 day of JANUARY, 2019 by ROBERT TOLLE who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_

[Signature]  
Signature of Notary Public, State of Florida



Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and Commission Number

BID FORM

All bids must be submitted in a sealed envelope addressed to the St. Lucie County Purchasing Director, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, Florida 34982, plainly marked on the outside with bid number, date and time of bid opening. Bids must be received and unlocked in the Purchasing Department before opening time.

**BID No. 19-013**  
**STRIPING AND PAVEMENT MARKINGS**  
**PUBLIC WORKS/ROAD & BRIDGE**

I, Robert Tolle REPRESENTING Tolle Roads, LLC Company and/or Corporation, agree to perform all of the requirements to complete the work required in the specifications for the prices listed on Schedule "A" (Page 15 thru 19).

**Bid Obligation**

It is understood that this Bidder is bound by the bidding documents and that the bid may not be withdrawn during a period of 60 days after bid opening.

The Board of County Commissioners and reserves the right to waive any informalities or minor irregularities, reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid in whole or in part with or without cause, and accept the bid which best serves the County.

NAME OF BIDDER: Tolle Roads, LLC

ADDRESS: 3501 SANFORD AVE

CITY, STATE, ZIP: SANFORD FL 32773

PHONE: 407-919-9772

SIGNED BY: [Signature]

TITLE: OWNER

DATE: 1-14-2019

Page 15 thru 19 (Schedule "A") is part of the bid form and must be turned it with page 14.



Diamond	Each	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.03
Bike	Each	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 60.00
Merge	Each	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 30.00
Only	Each	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 60.00
School	Each	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 120.00
RXR (6" x 6')	Each	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.03
RXR (16" x 20')	Each	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 60.00
Handicap Symbol	Each	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 60.00
				<b>Subtotal Painting</b>				\$9,768.06
<b>THERMOPLASTIC TRAFFIC STRIPES &amp; MARKINGS</b>		<b>Unit</b>	<b>Total</b>	<b>Unit</b>	<b>Total</b>	<b>Unit</b>	<b>Total</b>	
4" Skip Stripe, 1:3 Ratio	10,000 LF	\$ 0.01	\$ 100.00	\$ 0.01	\$ 100.00	\$ 0.01	\$ 100.00	\$ 300.00
4" Solid Line	1,000 LF	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 30.00
6" Skip Stripe, 1:3 Ratio	5,000 LF	\$ 0.75	\$ 3,750.00	\$ 0.75	\$ 3,750.00	\$ 0.75	\$ 3,750.00	\$ 11,250.00
6" Solid Line	10,000 LF	\$ 0.75	\$ 7,500.00	\$ 0.75	\$ 7,500.00	\$ 0.75	\$ 7,500.00	\$ 22,500.00
8" Solid Line	500 LF	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 3,000.00
6" Solid Blue	1000 LF	\$ 1.10	\$ 550.00	\$ 1.10	\$ 550.00	\$ 1.10	\$ 550.00	\$ 1,650.00
12" Solid White	1000 LF	\$ 3.00	\$ 3,000.00	\$ 3.25	\$ 3,250.00	\$ 3.50	\$ 3,500.00	\$ 9,750.00
18" Solid White	500 LF	\$ 3.25	\$ 1,625.00	\$ 3.30	\$ 1,650.00	\$ 3.40	\$ 1,700.00	\$ 4,975.00



HIGH BUILD PAINT		Unit	Total	Unit	Total	Unit	Total	
4" Skip Stripe (10-30) White	2,000 LF	\$ 0.01	\$ 20.00	\$ 0.01	\$ 20.00	\$ 0.01	\$ 20.00	\$ 60.00
4" Solid Line White	4,000 LF	\$ 0.01	\$ 40.00	\$ 0.01	\$ 40.00	\$ 0.01	\$ 40.00	\$ 120.00
6" Skip Stripe (10-30) White	5,000 LF	\$ 0.35	\$ 1,750.00	\$ 0.35	\$ 1,750.00	\$ 0.35	\$ 1,750.00	\$ 5,250.00
6" Solid Line White	10,000 LF	\$ 0.35	\$ 3,500.00	\$ 0.35	\$ 3,500.00	\$ 0.35	\$ 3,500.00	\$ 10,500.00
4" Solid Yellow	1000 LF	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 30.00
4" Skip Yellow	1000 LF	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 30.00
6" Solid Yellow	2000 LF	\$ 0.33	\$ 660.00	\$ 0.34	\$ 680.00	\$ 0.35	\$ 700.00	\$ 2,040.00
6" Skip Yellow	2000 LF	\$ 0.34	\$ 680.00	\$ 0.35	\$ 700.00	\$ 0.36	\$ 720.00	\$ 2,100.00
				Subtotal High Build Paint				\$ 20,130.00
HOT SPRAY THERMOPLASTIC		Unit	Total	Unit	Total	Unit	Total	
4" Skip Stripe (10-30) White	2,000 LF	\$ 0.01	\$ 20.00	\$ 0.01	\$ 20.00	\$ 0.01	\$ 20.00	\$ 60.00
4" Solid Line White	4,000 LF	\$ 0.01	\$ 40.00	\$ 0.01	\$ 40.00	\$ 0.01	\$ 40.00	\$ 120.00
6" Skip Stripe (10-30) White	5,000 LF	\$ 0.38	\$ 1,900.00	\$ 0.40	\$ 2,000.00	\$ 0.42	\$ 2,100.00	\$ 6,000.00
6" Solid Line White	10,000 LF	\$ 0.38	\$ 3,800.00	\$ 0.40	\$ 4,000.00	\$ 0.42	\$ 4,200.00	\$ 12,000.00
4" Solid Line Yellow	1000 LF	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 30.00
4" Skip Yellow (10-30)	1000 LF	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 0.01	\$ 10.00	\$ 30.00
6" Solid Line Yellow	2000 LF	\$ 0.35	\$ 700.00	\$ 0.37	\$ 740.00	\$ 0.39	\$ 780.00	\$ 2,220.00
6" Skip Yellow (10-30)	2000 LF	\$ 0.35	\$ 700.00	\$ 0.37	\$ 740.00	\$ 0.39	\$ 780.00	\$ 2,220.00

				Subtotal Hot Spray Thermoplastic				\$	22,680.00
MISCELLANEOUS ITEMS/OTHERS		Unit	Total	Unit	Total	Unit	Total		
Line Removal, Paint & Thermo, by Grinding	500 LF	\$ 1.00	\$ 500.00	\$ 1.10	\$ 550.00	\$ 1.20	\$ 600.00	\$ 1,650.00	
Stop Bars Removal, by Grinding	Each	\$ 40.00	\$ 40.00	\$ 45.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 135.00	
RPMS – Yellow, Red, White	Each	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 22.50	
				Subtotal Misc. Items/Others				\$	1,807.50
				Grand Total Bid Price				\$	147,145.62

**Bid Obligation:**

It is understood that this Bidder is bound by the bidding documents and that the bid may not be withdrawn during a period of 60 days after bid opening.

The Board of County Commissioners and reserves the right to waive any informalities or minor irregularities, reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid in whole or in part with or without cause, and accept the bid which best serves the County.

NAME OF BIDDER: Tolle Roads, LLC

ADDRESS: 3501 Sanford Ave.

PHONE: 321-363-4085 FAX: 321-363-4395

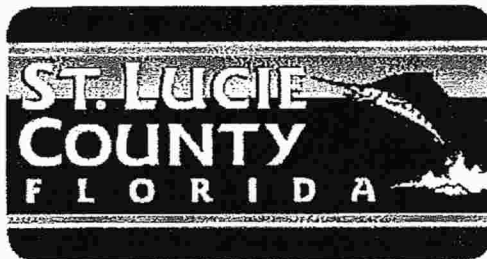
SIGNED BY: [Signature]

TITLE: President DATE: 1/15/2019

**BID No. 19-013**

**Striping and Pavement Markings  
Public Works/Road and Bridge**

**DUE DATE: Wednesday, January 16, 2019  
DUE TIME: 3:00 P.M.**



**ST. LUCIE COUNTY  
PURCHASING DEPARTMENT  
2300 VIRGINIA AVENUE, ROOM 228  
FT. PIERCE, FL 34982-5652  
(772) 462-1700**

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

CALL FOR BIDS

Sealed bids will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until 3:00 P.M. local time on **Wednesday, December 16, 2019**, for the following:

**BID No. 19-013**

**Striping and Pavement Markings  
Public Works/Road and Bridge**

Bid documents may be obtained via download from [www.DemandStar.com](http://www.DemandStar.com) or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

**Bids may be either mailed or hand delivered to the St. Lucie County Purchasing Department, 2300 Virginia Avenue, 2<sup>nd</sup> Floor, Room 228, Fort Pierce, FL 34982. Any bids received after the above stated time will be returned to the bidder unopened.**

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFP's, Addenda Information, Bid Results and other information visit the St. Lucie County Purchasing Web Site at <http://www.co.st-lucie.fl.us>

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Board of County Commissioners  
St. Lucie County, Florida  
By: Desiree Cimino, Purchasing Manager

Publish: Sunday, December 16, 2018

**ST. LUCIE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BIDDER'S CHECK LIST**

**BIDS MAY NOT BE CONSIDERED** if the following documents and/or attachments are not completely filled out and submitted with your bid. **Include this Bidder's Check List with your bid.**

**Before sending in your bid, please make sure you have completed all of the following:**

- Enclose three (3) COMPLETE sets of the Bid package (one marked original and two marked copy). Please make and retain a separate copy of this bid package for your records.
- Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.
- Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, be sure to include the bid number on the Air Bill. The bid must be in a separate sealed envelope inside the carrier's envelope.
- Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid. Please note: Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the bidder to ensure it is received. **I have received Addendum # \_\_\_\_\_ through # \_\_\_\_\_**
- Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.
- If you desire a copy of the bid tabulation, include a **self-addressed, stamped envelope** for bid tabulation to be mailed back to you.

**PLEASE INITIAL AND RETURN WITH BID FORM**

## **INSTRUCTIONS TO BIDDERS**

**1. SUBMISSION OF BIDS:**

All bids shall be submitted in a sealed envelope. The **BID NUMBER, TITLE, AND OPENING DATE AND TIME** shall be clearly displayed on the sealed envelope next to the Bidder's name and address. The delivery of said bid to the Purchasing Department prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bid received in the Purchasing Department after the specified date and time will not be accepted.

If the bid is to be delivered by Fed-X, UPS or other such carrier be sure to include the bid number on the Air Bill. The bid must be in a separate sealed envelope inside the carrier's envelope. If a carrier's package is opened and the bid is not in a separate envelope it will be resealed and reopened at the designated date and time.

**2. EXECUTION OF BID:**

Bid must include a manual signature of an authorized representative in the space provided. All bids must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. The person signing the bid must initial corrections. Any illegible entries, pencil bids or corrections not initialed will not be tabulated.

**3. BID OPENING:**

Bid opening shall be public on the date and time specified in the Bid package. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone, telegraph, and faxed bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

**4. BID TABULATIONS:**

Any bidder wishing to receive a copy of the bid tabulations is required to enclose a stamped, self-addressed envelope with bid response.

**5. NO BID:**

If not submitting a bid, please respond by returning one copy of the form, marking it "NO-BID", and kindly explain the reason. A "No Bid" may be faxed to 772-462-1704.

**6. CLARIFICATION/CORRECTION OF BID ENTRY:**

The County of St. Lucie reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

**7. INTERPRETATION:**

Any questions concerning conditions and specification shall be directed to the Purchasing Department. All questions shall be in writing and received by the Purchasing Department at least 10 working days prior to the bid opening. Those interpretations, which may affect the eventual outcome of this bid, will be furnished, as a written addendum, to all prospective bidders. No interpretation shall be considered binding unless provided in writing by St. Lucie County.

All questions to be faxed or e-mailed to: Desiree Cimino at 772-462-1704 or [ciminod@stlucieco.org](mailto:ciminod@stlucieco.org) .

**8. EEO STATEMENT:**

St. Lucie County believes in equal opportunity practices, which conform to both the spirit and letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, or national origin.

**9. PRICING:**

Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the County of St. Lucie to a secure area of inside delivery. Pricing shall also include delivery when required. The obligations of St. Lucie County under this award are subject to the availability of funds lawfully appropriated for the purpose by the State of Florida and/or the Board of County Commissioners.

**10. ADDITIONAL TERMS & CONDITIONS:**

The County of St. Lucie reserves the right to reject bids containing any additional terms and conditions not specifically requested in the original conditions and specifications. Any exceptions that the bidder has to the terms and conditions of the bid documents and/or the terms and conditions of the draft contract shall submit the exceptions in writing to the Purchasing Division ten (10) days prior to the bid opening. These exceptions shall be either approved or disapproved in the form of an addendum and will be made available to all bidders prior to bid opening. Any exceptions not received ten (10) days prior to the bid opening will not be considered.

**11. PROTEST OF SPECIFICATIONS OR REQUIREMENTS:**

Any protest concerning bid or request for proposal specifications or requirements must be made within seventy-two (72) hours from the time the aggrieved person knew or should have known of the facts giving rise to the protest, in any case, at least twenty-four (24) hours prior to the bid opening. Failure to timely protest bid specifications or requirements constitutes a waiver of the ability to protest specifications or requirements.

**12. DISCOUNTS:**

All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.

**13. TAXES:**

The County of St. Lucie is exempt from all sales, use, and like taxes.

**14. MEETS SPECIFICATIONS:**

All equipment and accessories furnished under these specifications shall be the latest model and shall be of good quality, workmanship and material. Delivery specifications shall be strictly adhered to.

**15. SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

**16. LEGAL REQUIREMENTS:**

Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

**17. ASSIGNMENT:**

Any purchase order issued pursuant to this bid and the monies which may become due hereunder are not assignable except with the prior written approval of the Purchasing Director.

**18. LIABILITY:**

The bidder shall indemnify and hold harmless the County of St. Lucie, its officers, agents, and employees against any claims by third parties arising out of the acts or omissions of the supplier.

**19. PATENTS AND ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the County of St. Lucie, its officers, agents and its employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, patented, or un patented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of St. Lucie. If the bidder uses any design, device, or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

**20. TRAINING:**

Unless otherwise specified, bidder(s) may be required at the convenience of the County, to provide training to County employees in the operation and maintenance of any item(s) purchased from this bid.

**21. SAFETY WARRANTY:**

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

**22. WARRANTY:**

The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of St. Lucie by any other provision of this bid.

**23. PAYMENT:**

Payment will be made by the County according to the contract.

**24. DISPUTES:**

In case of any doubt or difference of opinion as to the items furnished hereunder, the decision of the County shall be final and binding on both parties.

**25. DEFINITIONS:**

**ST, LUCIE COUNTY** - The term **ST. LUCIE COUNTY** herein refers to the County of St. Lucie, Florida and its duly authorized representatives.

**BIDDER** - The term **BIDDER** used herein refers to the dealer/manufacturer/business organization submitting a bid to the County in response to this invitation.

VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms conditions and quotations of the bid.

**26. CONFLICT OF INTEREST:**

The award hereunder is subject to provisions of State Statutes and County Ordinance. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of St. Lucie County. Further all bidders must disclose the name of any County employee who owns directly or indirectly any interest in the bidder's firm or any of its branches.

**27. ADDENDA TO THE BID:**

St. Lucie County reserves the right to amend this bid or request additional clarifying information from any or all bidders prior to determination of award. Any changes to this bid will be made available for all prospective bidders to receive. **Although we will make an attempt to notify you of all addenda, it is the sole responsibility of the bidder to ensure it is received.**

**28. AWARD AND CONTRACT:**

The successful bidder, will, within fifteen (15) calendar days after written notice of award, enter into a written contract with the Board of County Commissioners in accordance with the accepted bid.

**29. PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

**30. NOTICE TO SELLER TO DELIVER:**

No delivery shall become due or be acceptable without a written order or shipping instruction by the County unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required the Seller may be given telephone notice to be confirmed by an order in writing.

**31. MODIFICATIONS:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity to the initiation of any such change.

**32. OCCUPATIONAL LICENSE:**

No person shall engage in or manage any Business Profession or Occupation in St. Lucie County for which an occupation license tax is required unless a County License shall have been

procured from the Tax Collector for St. Lucie County.

**33. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:**

This bid may be expanded to include other governmental agencies. Each political entity will be responsible for execution of its own requirements with the awarded vendor.

**34. BOND AND INSURANCE REQUIREMENTS:**

Bonds must be issued by a Bonding Company with a Best Insurance Guide's rating of "A-" or better and must be licensed or authorized to do business in the State of Florida. Certificates of insurance, Public Construction Bonds and/or Maintenance Bonds must be received by the applicable County office prior to actual commencement of the project. All certificates of insurance shall list the county as Additional Insured and reference the specific project. Please note that where applicable the following bond and insurance requirements supersede those set forth in the sample contract.

**BONDS**

- A. No            5% Bid Security
  
- B. No            100% Maintenance Bond \_\_\_\_\_ years
  
- C. No            100% Public Construction Bond

**INSURANCE**

- A. Yes            **Worker's Compensation**
  - \$1,000,000 by accident - each accident
  - \$1,000,000 by disease - each employee
  - \$1,000,000 by disease - policy limit
  
- B. Yes            **Commercial General Liability**
  - \$1,000,000 per occurrence
  - \$2,000,000 per job aggregate
  
- C. Yes            **Commercial Auto Liability**
  - Combined Single Limit, Bodily Injury/Property Damage
  - \$1,000,000
  
- D. No            **Builder's Risk (all risks for the total construction cost of the project)**
  
- E. No            **Professional Liability \$1,000,000 aggregate**
  
- F. No            **Other \_\_\_\_\_**

**35.** The County of St. Lucie reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as may be deemed to be in the best interest of the county.

**36. LOCAL PREFERENCE:**

In accordance with the St. Lucie County Local Preference Ordinance No. 09-005, a preference will be given to bidders who have a fixed office or distribution point located in and having a street address within St. Lucie, Indian River or Martin County for at least one year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address and who hold a valid Local Business Tax Receipt (Occupational License) issued by the County that authorizes the bidder to provide the goods and services to be purchased.

- (a) Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, St. Lucie County and its agencies and instrumentalities, will give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest bid, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e. the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Purchasing Division shall determine if the lowest local bidder meets the requirements of 287.07, Florida Statutes. If the lowest local bidder meets the requirements of 287.07, Florida Statutes, the Purchasing Division shall invite the lowest local bidder in writing to submit a matching offer to the Purchasing Division which shall be submitted in writing to the Purchasing Division within five business days thereafter. If the lowest local bidder submits a written offer that does not match the lowest bid from the non-local bidder tendered previously, the next lowest fully qualified local bidder will be given the opportunity to match if they are within five percent. This cycle shall be repeated until there are no remaining local bidders within five percent, and then award shall be made to the non-local bidder. If the lowest local bidder does not respond, declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Section 287.07, Florida Statutes, and the lowest non-local bidder does, the lowest local bidder will be disqualified and the next lowest bidder will be considered if they are within five percent, award will be made to the bidder that meets the requirements of the referenced state law. In the event a local bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the Board of County Commissioners.



**Certification Statement  
Local Vendor Preference**

I certify that my company meets all of the following qualifications to be eligible for the local vendor Preference:

- (1) That my company has a fixed office or distribution point located in and having a street address within St. Lucie, Indian River or Martin County for at least one year prior to the issuance of the Request for competitive bids or request for proposals by St. Lucie County; and
- (2) That my company holds any business license required by the St. Lucie County for at least one year
- (3) That my company is principal offeror who is single offeror; a business which is the prime contractor And not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- (4) Attached is a copy of my St. Lucie County, Indian River or Martin Occupational License.

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

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

Business License Number: \_\_\_\_\_

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

Owner's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

Notary Public for the State of \_\_\_\_\_ My Commission Expires \_\_\_\_\_

Notary Public Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_

**VENDOR DO NOT COMPLETE**

To be verified with the Occupational Licensing Department and completed by an authorized Representative from St. Lucie County Purchasing Division:

Vendor Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Authorized Signature)*

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business license must be submitted with your bonafide Bid/RFP package.

## SCOPE OF WORK

### **SPECIFICATIONS:**

The Standard Specifications for this Contract shall be the latest edition of the Florida Department of Transportation's Standard Specifications for road and Bridge Construction

Thermoplastic Stripes and Markings shall have a minimum average thickness of 0.090" for all applications. Thermoplastic Stripes and Markings shall be Alkyd Type only. Thermoplastic Stripes and Marking shall be applied utilizing extrusion application equipment only.

High build paint will be applied at 25mls thick with a double drop bead application.

Hot spray thermoplastic will be applied at 40mls thick with a single drop bead application.

### **PERFORMANCE GUARANTY:**

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

### **PROJECT MANAGER:**

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this Contract.

### **TERM**

The term of this contract will be for three (3) years with an option of the parties; maybe be renewed for two (2) additional one (1) year periods upon the same terms and conditions herein specified and at the rate specified in the bid response for year three. This option shall be deemed exercised and the contract renewed for an additional one (1) year period upon the County's written notification to Contractor that it will exercise this option to renew. Such written notification shall be given thirty days prior to the expiration of this contract.

All work shall be completed within the time frames set forth in work assignments. The work shall be conducted in such a manner and with sufficient labor, materials, tools and equipment necessary to complete the work within the time limit set forth in the Contract. The Contractor fully understands and agrees that the County shall not pay for any obligation of expenditure made by the Contractor prior to the effective date of this Contract, unless the County authorizes such payment in writing.

### **CONTRACT PAYMENT:**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Document, pursuant to the line items listed on the Bid Form Schedule "A".

## CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287,087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

In order to have a drug-free workplace program, a business shall:

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 prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the 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.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

---

Contractor's Signature

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. BIDDER is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against THE COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest.

By \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and  
Commission Number

**BID FORM**

All bids must be submitted in a sealed envelope addressed to the St. Lucie County Purchasing Director, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, Florida 34982, plainly marked on the outside with bid number, date and time of bid opening. Bids must be received and Aclocked@ in the Purchasing Department before opening time.

**BID No. 19-013  
STRIPING AND PAVEMENT MARKINGS  
PUBLIC WORKS/ROAD & BRIDGE**

I, \_\_\_\_\_ REPRESENTING \_\_\_\_\_ Company and/or Corporation, agree to perform all of the requirements to complete the work required in the specifications for the prices listed on Schedule "A" (Page 15 thru 19).

**Bid Obligation**

It is understood that this Bidder is bound by the bidding documents and that the bid may not be withdrawn during a period of 60 days after bid opening.

The Board of County Commissioners and reserves the right to waive any informalities or minor irregularities, reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid in whole or in part with or without cause, and accept the bid which best serves the County.

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Page 15 thru 19 (Schedule "A") is part of the bid form and must be turned it with page 14.**

PAVEMENT TRAFFIC STRIPES & MARKINGS	ESTIMATED QTY.	1 <sup>ST</sup> YEAR		2 <sup>ND</sup> YEAR		3 <sup>RD</sup> YEAR		TOTAL 3 YEAR COST
		Unit	Total	Unit	Total	Unit	Total	
4" Skip Stripe, 1:3 Ratio	10,000 net LF							
4" Solid Line	10,000 LF							
6" Skip Stripe, 1:3 Ratio	5,000 LF							
6" Solid Line	10,000 LF							
6" Solid Blue	500 LF							
8" Solid White	500 LF							
12" Solid White	1000 LF							
18" Solid White	500 LF							
24" Solid White	1000 LF							
8" Solid Yellow	500 LF							
12" Solid Yellow	1000 LF							
18" Solid Yellow	500 LF							
24" Solid Yellow	500 LF							
Blackout	1000 LF							
Stop Bars 24"	50 Each							
Stop	Each							
Yield	Each							

Diamond	Each							
Bike	Each							
Merge	Each							
Only	Each							
School	Each							
RXR (6" x 6')	Each							
RXR (16" x 20')	Each							
Handicap Symbol	Each							
				<b>Subtotal Painting</b>				
<b>THERMOPLASTIC TRAFFIC STRIPES &amp; MARKINGS</b>		<b>Unit</b>	<b>Total</b>	<b>Unit</b>	<b>Total</b>	<b>Unit</b>	<b>Total</b>	
4" Skip Stripe, 1:3 Ratio	10,000 LF							
4" Solid Line	1,000 LF							
6" Skip Stripe, 1:3 Ratio	5,000 LF							
6" Solid Line	10,000 LF							
8" Solid Line	500 LF							
6" Solid Blue	1000 LF							
12" Solid White	1000 LF							
18" Solid White	500 LF							



HIGH BUILD PAINT		Unit	Total	Unit	Total	Unit	Total
4" Skip Stripe (10-30) White	2,000 LF						
4" Solid Line White	4,000 LF						
6" Skip Stripe (10-30) White	5,000 LF						
6" Solid Line White	10,000 LF						
4" Solid Yellow	1000 LF						
4" Skip Yellow	1000 LF						
6" Solid Yellow	2000 LF						
6" Skip Yellow	2000 LF						
				Subtotal High Build Paint			
HOT SPRAY THERMOPLASTIC		Unit	Total	Unit	Total	Unit	Total
4" Skip Stripe (10-30) White	2,000 LF						
4" Solid Line White	4,000 LF						
6" Skip Stripe (10-30) White	5,000 LF						
6" Solid Line White	10,000 LF						
4" Solid Line Yellow	1000 LF						
4" Skip Yellow (10-30)	1000 LF						
6" Solid Line Yellow	2000 LF						
6" Skip Yellow (10-30)	2000 LF						

				Subtotal Hot Spray Thermoplastic				
MISCELLANEOUS ITEMS/OTHERS		Unit	Total	Unit	Total	Unit	Total	
Line Removal, Paint & Thermo, by Grinding	500 LF							
Stop Bars Removal, by Grinding	Each							
RPMS – Yellow, Red, White	Each							
				Subtotal Misc. Items/Others				
				Grand Total Bid Price				

**Bid Obligation:**

It is understood that this Bidder is bound by the bidding documents and that the bid may not be withdrawn during a period of 60 days after bid opening.

The Board of County Commissioners and reserves the right to waive any informalities or minor irregularities, reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid in whole or in part with or without cause, and accept the bid which best serves the County.

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



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

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

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

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

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

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

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

6. **TERM**

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

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

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

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



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

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

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

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

WITNESSES:

(1)   
(2) 

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY:   
COUNTY ADMINISTRATOR 8/16/21

APPROVED AS TO FORM AND CORRECTNESS:

  
COUNTY ATTORNEY

WITNESSES:

(1)   
(2) 

TRP CONSTRUCTION GROUP, LLC

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

# EXHIBIT B

C19-02-162

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

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

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

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

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

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

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

6. TERM

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

2. E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS

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

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


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


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

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

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

WITNESSES:


(1) 

(2) 

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY:   
COUNTY ADMINISTRATOR 8/16/21

APPROVED AS TO FORM AND CORRECTNESS:

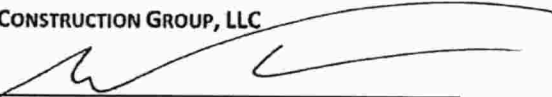
  
COUNTY ATTORNEY

WITNESSES:

(1) 

(2) 

TRP CONSTRUCTION GROUP, LLC

BY: 

PRINT NAME: ROBERT TOLLE

TITLE: V.P.

# EXHIBIT C

C19-02-162

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

THIS SECOND AMENDMENT made this 7 day of February, 2023, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida, (County) and TRP CONSTRUCTION GROUP, LLC or his, its or their successors, executors, administrators and assigns (Contractor).

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

WHEREAS, on December 13, 2021, the parties executed the first amendment to the Contract to exercise the first one-year renewal option whereby extending the contract term through February 18, 2023; and,

WHEREAS, the parties desire to further amend the Contract to exercise the second one-year renewal option and approve the revised price list for the new contract term.

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

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

6. TERM

The term of this contract shall be for a period of five (5) years beginning on February 19, 2019 and continuing through February 18, 2024.

2. Paragraph 7. Payment shall be amended to include the following:

Effective February 19, 2023, the County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by change order, pursuant to the revised Bid Form and Prices attached hereto as Exhibit "A"

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

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY:   
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:



\_\_\_\_\_  
COUNTY ATTORNEY

TRP CONSTRUCTION GROUP, LLC

BY: Tom Underwood 2/6/2023

Tom Underwood  
PRINT NAME: \_\_\_\_\_

GM  
TITLE: \_\_\_\_\_

## EXHIBIT "A"

TRP CONSTRUCTION GROUP, LLC.

3501 Sanford Ave

Sanford, FL 32773

p 321-332-1335

[www.trpinfrastructure.com](http://www.trpinfrastructure.com)

Quote #

County: St Lucie  
 Contract ID: 19-013  
 Bid Date: 1/4/2023  
 Lisandro@trpconstructiongroup.com

Estimator: Lisandro Rosales  
 Mobile No. 904-237-1705  
 Email:

ITEM	DESCRIPTION	UNIT	QTY	PRICE	
1	14-005.001 PAINT, STD, W/Y, SKIP, 4"	LF	10,000.00	\$ 0.01	\$ 100.00
2	14-005.002 PAINT, STD, W/Y, 4"	LF	10,000.00	\$ 0.01	\$ 100.00
3	14-005.003 PAINT, STD, W/Y, SKIP, 6"	LF	5,000.00	\$ 0.08	\$ 400.00
4	14-005.004 PAINT, STD, W/Y, 6"	LF	10,000.00	\$ 0.08	\$ 800.00
5	14-005.005 PAINT, STD, BL, 6"	LF	500.00	\$ 0.22	\$ 110.00
6	14-005.006 PAINT, STD, W, 8"	LF	500.00	\$ 0.22	\$ 110.00
7	14-005.007 PAINT, STD, W, 12"	LF	1,000.00	\$ 0.22	\$ 220.00
8	14-005.008 PAINT, STD, W, 18"	LF	500.00	\$ 0.33	\$ 165.00
9	14-005.009 PAINT, STD, W, 24"	LF	1,000.00	\$ 0.01	\$ 10.00
10	14-005.010 PAINT, STD, Y, 8"	LF	500.00	\$ 0.22	\$ 110.00
11	14-005.011 PAINT, STD, Y, 12"	LF	1,000.00	\$ 0.01	\$ 10.00
12	14-005.012 PAINT, STD, Y, 18"	LF	500.00	\$ 0.66	\$ 330.00
13	14-005.013 PAINT, STD, Y, 24"	LF	500.00	\$ 0.01	\$ 5.00
14	14-005.014 PAINT, STD, BLACKOUT	LF	1,000.00	\$ 0.11	\$ 110.00
15	14-005.015 PAINT, STD, W, 24" STOP BARS	EA	50.00	\$ 16.50	\$ 825.00
16	14-005.016 PAINT, STD, W, MESSAGE, STOP	EA	1.00	\$ 11.00	\$ 11.00
17	14-005.017 PAINT, STD, W, MESSAGE, YIELD	EA	1.00	\$ 1.10	\$ 1.10
18	14-005.018 PAINT, STD, W, MESSAGE, DIAMOND	EA	1.00	\$ 0.01	\$ 0.01
19	14-005.019 PAINT, STD, W, MESSAGE, BIKE	EA	1.00	\$ 22.00	\$ 22.00
20	14-005.020 PAINT, STD, W, MESSAGE, MERGE	EA	1.00	\$ 11.00	\$ 11.00
21	14-005.021 PAINT, STD, W, MESSAGE, ONLY	EA	1.00	\$ 22.00	\$ 22.00
22	14-005.022 PAINT, STD, W, MESSAGE, SCHOOL	EA	1.00	\$ 44.00	\$ 44.00
23	14-005.023 PAINT, STD, W, MESSAGE, RXR (6"X6')	EA	1.00	\$ 0.01	\$ 0.01
24	14-005.024 PAINT, STD, W, MESSAGE, RXR (16"X20')	EA	1.00	\$ 22.00	\$ 22.00
25	14-005.025 PAINT, STD, W, MESSAGE, HANDICAP SYMBOL	EA	1.00	\$ 22.00	\$ 22.00
26	14-005.026 THERMO, STD, W, SKIP, 4"	LF	10,000.00	\$ 0.01	\$ 100.00
27	14-005.027 THERMO, STD, W, 4"	LF	1,000.00	\$ 0.01	\$ 10.00
28	14-005.028 THERMO, STD, W, SKIP, 6"	LF	5,000.00	\$ 0.85	\$ 4,250.00
29	14-005.029 THERMO, STD, W, 6"	LF	10,000.00	\$ 0.85	\$ 8,500.00
30	14-005.030 THERMO, STD, W, 8"	LF	500.00	\$ 1.05	\$ 525.00
31	14-005.031 THERMO, BL, 6"	LF	1,000.00	\$ 1.10	\$ 1,100.00
32	14-005.032 THERMO, STD, W, 12"	LF	1,000.00	\$ 3.85	\$ 3,850.00
33	14-005.033 THERMO, STD, W, 18"	LF	500.00	\$ 3.75	\$ 1,875.00
34	14-005.034 THERMO, STD, W, 24"	LF	2,000.00	\$ 1.10	\$ 2,200.00
35	14-005.035 THERMO, STD, Y, 12"	LF	500.00	\$ 0.01	\$ 5.00

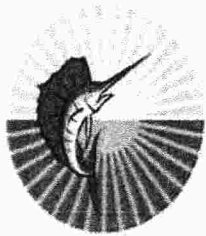
36	14-005.036	THERMO, STD, Y, 18"	LF	500.00	\$ 3.50	\$ 1,750.00
37	14-005.037	THERMO, STD, Y, 24"	LF	500.00	\$ 0.01	\$ 5.00
38	14-005.038	THERMO, STD, W, 24" STOP BAR	EA	50.00	\$ 100.00	\$ 5,000.00
39	14-005.039	THERMO, STD, W, ARROW, SINGLE	EA	50.00	\$ 85.00	\$ 4,250.00
40	14-005.040	THERMO, STD, W, ARROW, COMBO	EA	50.00	\$ 10.00	\$ 500.00
41	14-005.041	THERMO, STD, W, MESSAGE, STOP	EA	1.00	\$ 10.00	\$ 10.00
42	14-005.042	THERMO, STD, W, MESSAGE, YIELD	EA	1.00	\$ 10.00	\$ 10.00
43	14-005.043	THERMO, STD, W, MESSAGE, DIAMOND	EA	1.00	\$ 0.01	\$ 0.01
44	14-005.044	THERMO, STD, W, MESSAGE, BIKE	EA	1.00	\$ 185.00	\$ 185.00
45	14-005.045	THERMO, STD, W, MESSAGE, MERGE	EA	1.00	\$ 135.00	\$ 135.00
46	14-005.046	THERMO, STD, W, MESSAGE, ONLY	EA	1.00	\$ 135.00	\$ 135.00
47	14-005.047	THERMO, STD, W, MESSAGE, SCHOOL	EA	1.00	\$ 135.00	\$ 135.00
48	14-005.048	THERMO, STD, W, MESSAGE, RXR (6"X6')	EA	1.00	\$ 0.01	\$ 0.01
49	14-005.049	THERMO, STD, W, MESSAGE, RXR (16"X20')	EA	1.00	\$ 280.00	\$ 280.00
50	14-005.050	THERMO, STD, W, MESSAGE, HANDICAP	EA	1.00	\$ 180.00	\$ 180.00
51	14-005.051	PAINT, DUR, W, SKIP, 4"	LF	2,000.00	\$ 0.01	\$ 20.00
52	14-005.052	PAINT, DUR, W, 4"	LF	4,000.00	\$ 0.01	\$ 40.00
53	14-005.053	PAINT, DUR, W, SKIP, 6"	LF	5,000.00	\$ 0.37	\$ 1,850.00
54	14-005.054	PAINT, DUR, W, 6"	LF	10,000.00	\$ 0.37	\$ 3,700.00
55	14-005.055	PAINT, DUR, Y, 4"	LF	1,000.00	\$ 0.01	\$ 10.00
56	14-005.056	PAINT, DUR, Y, SKIP, 4"	LF	1,000.00	\$ 0.01	\$ 10.00
57	14-005.057	PAINT, DUR, Y, 6"	LF	2,000.00	\$ 0.37	\$ 740.00
58	14-005.058	PAINT, DUR, Y, SKIP, 6"	LF	2,000.00	\$ 0.37	\$ 740.00
59	14-005.059	THERMO, HS, W, SKIP, 4"	LF	2,000.00	\$ 0.01	\$ 20.00
60	14-005.060	THERMO, HS, W, 4"	LF	4,000.00	\$ 0.01	\$ 40.00
61	14-005.061	THERMO, HS, W, SKIP, 6"	LF	5,000.00	\$ 0.50	\$ 2,500.00
62	14-005.062	THERMO, HS, W, 6"	LF	10,000.00	\$ 0.50	\$ 5,000.00
63	14-005.063	THERMO, HS, Y, 4"	LF	1,000.00	\$ 0.01	\$ 10.00
64	14-005.064	THERMO, HS, Y, SKIP, 4"	LF	1,000.00	\$ 0.01	\$ 10.00
65	14-005.065	THERMO, HS, Y, 6"	LF	2,000.00	\$ 0.50	\$ 1,000.00
66	14-005.066	THERMO, HS, Y, SKIP, 6"	LF	2,000.00	\$ 0.50	\$ 1,000.00
67	14-005.067	PAINT/THERMO, REMOVE	LF	500.00	\$ 1.30	\$ 650.00
68	14-005.068	STOP BAR, REMOVE	EA	1.00	\$ 50.00	\$ 50.00
69	14-005.069	RPMS, Y, R, W,	EA	1.00	\$ 8.25	\$ 8.25
<b>Total:</b>						

---

**PROPOSAL NOTES**


---

1. Proposed Year 5 pricing



THE SUNRISE CITY

**FORT PIERCE**

PURCHASING  
DEPARTMENT

*Florida*

September 14, 2023

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

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

Dear Mr. Tolle:

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

Please take the following actions:

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

**Email:**

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

**Carbon Copy:**

**Selena Griffett, Engineering Project Manager**  
City of Fort Pierce  
[sgriffett@cityoffortpiece.com](mailto:sgriffett@cityoffortpiece.com)

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

Sincerely,  
CITY OF FORT PIERCE

ACCEPTED BY:  
TRP CONSTRUCTION GROUP, LLC.

*Gelencia Carter*

Gelencia Carter, Purchasing Manager

*[Handwritten Signature]*  
Signature (Manual)

Signature (Typed or Printed)

*General Manager*

Title

*09/15/2023*

Date

**NOTARIZATION**

STATE OF Florida

COUNTY OF Seminole

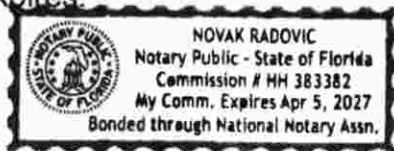
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of sept 2023,  
by Tom Underwood, General Manager, of  
Officer of Firm Title

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

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

*[Handwritten Signature]*  
Notary Public

My commission expires: \_\_\_\_\_



/gc

Attachments: Contract Forms

cc: Selena Griffett, Engineering Project Manager