

# CITY OF FORT PIERCE

## CITY COMMISSION AGENDA

Regular Meeting - Monday, March 4, 2024 - 5:05 p.m.

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

1. **CALL TO ORDER**
2. **OPENING PRAYER** - John Liebler with St Simon the Cyrenian
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
  - a. Approval of the Minutes from the February 20, 2024 Regular Meeting.
6. **PROCLAMATIONS**
  - a. Tree City USA Proclamation
  - b. Flood Awareness Week
7. **LETTERS TO COMMISSION**
8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

- a. Approval of First Amendment to contract RFQ 2019-027 Professional Engineering Services with Kimley Horn and Associates.
- b. Approval of Change Order 1 for the Delaware Avenue Striping Project with TRP Construction Group, LLC in an amount not to exceed \$1,421.00.
- c. Approval of Public Service Agency Grant Agreement for First United Methodist Church of Fort Pierce in the amount of \$5,000.00.
- d. Approval to increase Purchase Order No. 24-0435 with Fleet Air Maintenance to provide emergency temporary solid waste mechanic staffing in an amount not to exceed \$150,000.00.

12. **PUBLIC HEARINGS**

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

13. **CITY COMMISSION**

- a. Resolution 24-R11 establishing a fee for the Police Department's "Private Property Enforcement Program" and designating the revenue for Police Department use to replenish the signs and fund community engagement activities and events with the remaining funds.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

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

**5. a.**

**Meeting Date:** 03/04/2024

**Re:** Minutes from the February 20, 2024 Meeting.

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

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**SUBJECT:**

Approval of the Minutes from the February 20, 2024 Regular Meeting.

**SUMMARY:**

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

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**Attachments**

02.20.24Minutes

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**Form Review**

Form Started By: Latoya Ransom  
Final Approval Date: 02/26/2024

Started On: 02/26/2024 09:17 AM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, FEBRUARY 20, 2024.

**1. CALL TO ORDER**

Mayor Hudson called the February 20, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

**2. OPENING PRAYER - Pastor Jero Brown with Liberty, Truth and Deliverance Tabernacle of God, Inc**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

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

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

**5. APPROVAL OF MINUTES**

- a. Approval of Minutes from the February 05, 2024 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the February 05, 2024 Regular Meeting.

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

Passed

**6. PROCLAMATIONS**

- a. HUWE1 Awareness Month
- b. 65th Pearl Anniversary of the Eta Eta Omega Chapter of Alpha Kappa Alpha Sorority Incorporated.
- c. Engineers Week

**7. LETTERS TO COMMISSION**

- a. Email from Larry Spero commending Fort Pierce Building Inspectors Kevin Young and Logan Winn for providing exceptional professional service.
- b. Email from Michael Rem expressing his appreciation for Public Works Deputy Director Derrick Johnson and Parks and Grounds Division Manager Paul Bertram's prompt responses and communication, which facilitated the scheduling of a reinspection.

- c. Email from Chris Kein praising Building Permit Specialist Danielle Goncalves for going above and beyond.

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

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

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

Passed

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

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No comments

**10. MISCELLANEOUS REPORTS**

**11. CONSENT AGENDA**

- a. Approval of agreements for waivers of local match requirements for Hurricanes Ian and Nicole.
- b. Approval of travel for Commissioner Curtis Johnson, Jr. to attend the Florida Black Caucus of Elected Officials 2024 Annual Conference in the amount of \$852.37.
- c. Approval of travel for Commissioner Arnold Gaines to attend the Florida Black Caucus of Local Elected Officials 2024 Annual Conference in the amount of \$852.37.
- d. Approval of unit price construction contract with The Paving Lady pursuant to Bid No 2023-044 for Annual Street Resurfacing.
- e. Approval of evaluation committee recommendations for providers identified in the following service areas for the Miscellaneous Professional Continuing Services RFQ No. 2024-005 for an initial period of two (1) year with three (3) one-year renewal options: Architectural, Environmental Testing, Facilities Engineering-Mechanical, Electrical, and Plumbing (MEP), Facilities Engineering-Structural, Hydrogeological, Landscape Architectural, and Urban Planning.

Commissioner Curtis Johnson pulled item 11d.

Commissioner Gaines pulled item 11c.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve items 11a, 11b, and 11e of the Consent Agenda.

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

Passed

As to item 11c

Commissioner Gaines commented on the purpose of attending the Florida Black Caucus Of Local Elected Officials conference.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 11c of the Consent Agenda.

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

Passed

As to item 11d

Commissioner Curtis Johnson inquired about the paving project including targeted areas.

Selena Griffett, City of Fort Pierce Project Engineer, provided an update on street paving and highlighted the surtax, eight streets chosen for 2023/2024, and the need to obtain a contract so the process may be expedited.

The Commission inquired on the commitment of the contractor to complete the services.

Ms. Griffett commented on the contractors' process and work history.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve item 11d of the Consent Agenda.

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

Passed

## 12. PUBLIC HEARINGS

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- a. Quasi-Judicial Hearing - Review and approval of an application for an application for a Major Amendment to a site plan at 2011 S. 13th Street, Fort Pierce, submitted by applicant Culpepper and Terpening, Inc on behalf of Trinity Lutheran Church of Fort Pierce. Parcel ID: 2416-504-0750-000-2

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings. Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Michael Broderick – No  
Commissioner Arnold Gaines – No  
Commissioner Curtis Johnson Jr.- No  
Commissioner Jeremiah Johnson – No  
Mayor Hudson – No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:

Kerry Driver, Planner, presented the review and approval of an application for a major amendment to a site plan at 2011 S. 13th Street.

Staff recommendation for the City Commission to vote approval of the major amendment.

Questions of Staff:

None

Applicant Questions of Staff:

Thomas Degrace, Culpepper & Terpening, Inc. had no questions of staff.

Questions of the Applicant:

Commissioner Gaines inquired on the number of students to be serviced.

Mr. Degrace commented that one hundred and twenty students would be serviced in six classrooms.

Mayor Hudson opened the public hearing.

Michelle Danaluk commented on selective enforcement.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the application for a major amendment to the site plan at 2011 S. 13th Street.

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

Passed

### **13. CITY COMMISSION**

- a. Resolution 24-R07 approving the subordination of a utility easement held by the City for the FPUA to FDOT for highway purposes.

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

RESOLUTION NO. 24-R07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING THE SUBORDINATION OF UTILITY INTERESTS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Sara Hedges explained the purpose of the resolution.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Resolution No. 24-R07.

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

Passed

- b. Resolution 24-R08 approving UA Resolution setting new rates for FPUANet

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

RESOLUTION NO. 24-R08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING RATE CHANGES FOR FPUANet SERVICES AS CONTAINED IN RESOLUTION NO. UA 2024-01 ADOPTED BY THE FORT PIERCE UTILITIES AUTHORITY BOARD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR EFFECTIVE DATE.

Jason Mittler, FPUA, provided an overview of FPUANet, rate reduction, new tiers of service, and the affordable connectivity program.

The Commission inquired on the radius of Wi-Fi and how citizens can obtain the service.

Mr. Mittler commented that the service area is an estimated five hundred feet and to determine availability, go to [www.fpua.net](http://www.fpua.net) and type in their address.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 24-R08.

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

Passed

- c. Resolution 24-R09 Authorizing the City to enter into a lease with the United States of America for tenant, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), of the 4th Floor of the Sunrise Center, 310 Orange Avenue.

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

RESOLUTION NO. 24-R09

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE LEASE OF THE 4TH FLOOR OF THE SUNRISE CENTER, 310 ORANGE AVENUE, FORT PIERCE, FL, TO THE UNITED STATES OF AMERICA FOR TENANT, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Jeremiah Johnson expressed his dissatisfaction with the revised language of the proposed lease agreement.

Mike Reals, Director of Public Works, presented the update to the proposed lease of the 4th floor of Sunrise Center including the addition of the small business plan approval.

The Commission inquired if the City of the Government initiated the changes, the purpose of the small business plan, if the changes are available to the public, contingent cost if not approved, fees, to Collier International, and commented on the proposed changes.

Mr. Reals commented that the changes were made by the Government and a waiver was requested for the small business plan but denied.

City Attorney Hedges commented that all the documents are available to the public and referred the cost associated with Collier International to Mr. Mimms.

Mr. Mimms commented that Collier International contracted at a flat rate.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to deny Resolution No. 24-R09.

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

Passed

#### **14. COMMENTS FROM THE PUBLIC**

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Michelle Danaluk

Kris Einstein

Ekrem Uzman

#### **15. COMMENTS FROM THE CITY MANAGER**

##### **a. Reports**

City Manager Nick Mimms highlighted the City Manager and purchase order reports, the Highwaymen Festival, event at the A. E Backus Museum, and events Downtown.

City Clerk Linda Cox- No comments

City Attorney Sara Hedges- No comments

#### **16. COMMENTS FROM THE COMMISSION**

Commissioner Gaines commented on the Highwaymen Festival, prioritizing a resolution to the "bubble plan", relocation and closing of local businesses, and congratulated the proclamation recipients.

Commissioner Broderick commented on the upcoming meeting with Congressman Mast's Representative, planning and zoning processes, and Sunrise Center 4th-floor usage.

Commissioner Curtis Johnson commented that he could support the exploration of

the use of the Sunrise Center on the 4th floor, and thanked the staff for participating in the Highwaymen Festival.

Commissioner Jeremiah Johnson commented on Sunrise Center's 4th floor and Brightline.

Mayor Hudson commented on the Sunrise Center's 4th floor, the Highwaymen Festival, the 27th Anniversary of the Downtown Farmers Market, Nature Fest, the Cracker Trail, and the Great American Cleanup on March 9th.

**17. ADJOURNMENT**

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

Mayor Linda Hudson adjourned the meeting at 6:46 P.M.

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

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

**6. a.**

**Meeting Date:** 03/04/2024

**Re:** Tree City USA Proclamation

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**SUBJECT:**

Tree City USA Proclamation

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**Attachments**

Arbor Day Proclamation

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**Form Review**

Form Started By: Latoya Ransom

Started On: 01/02/2024 01:30 PM

Final Approval Date: 01/02/2024



CITY OF FORT PIERCE, FLORIDA



PROCLAMATION

**WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS,** the holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and world; and

**WHEREAS,** trees can reduce the erosion of precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS,** trees are a renewable resource giving paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS,** trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS,** trees wherever they are planted, are a source of joy and spiritual renewal; and

**WHEREAS,** the City of Fort Pierce will be receiving the Tree City Award for the 35<sup>th</sup> consecutive year.

**NOW, THEREFORE,** I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim March 9, 2024, as:

***Arbor Day***

in the City of Fort Pierce and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 4<sup>TH</sup> day of March, 2024.

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**MAYOR/COMMISSIONER**



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

**6. b.**

**Meeting Date:** 03/04/2024

**Re:** Flood Awareness Week

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

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**SUBJECT:**

Flood Awareness Week

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**Attachments**

Flood Awareness Week

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**Form Review**

Form Started By: Latoya Ransom

Started On: 03/04/2024 09:14 AM

Final Approval Date: 03/04/2024



CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

**WHEREAS,** Fort Pierce has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in both coastal and riverine areas, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

**WHEREAS,** The City of Fort Pierce is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

**WHEREAS,** The reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

**WHEREAS,** public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 4-10, 2024 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

**NOW, THEREFORE,** I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim March 4-10<sup>th</sup>, 2024 as:

***Flood Awareness Week***

The City of Fort Pierce recognizes the importance of Flood Awareness Week, and further encourages the citizens of Fort Pierce to increase their knowledge of how to protect themselves and their property from flooding.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 4<sup>th</sup> day of March, 2024.

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**MAYOR/COMMISSIONER**



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

**11. a.**

**Meeting Date:** 03/04/2024

**Re:** RFQ 2019-027 First Amendment to Continuing Services Contract with Kimley Horn

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

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**SUBJECT:**

Approval of First Amendment to contract RFQ 2019-027 Professional Engineering Services with Kimley Horn and Associates.

**SUMMARY:**

RFQ 2019-027 was recently reviewed for conformance with updated legal and insurance requirements. It was determined that a First Amendment was needed to ensure compliance with these requirements. This item provides the First Amendment, approved by the City Attorney and Risk Management offices and signed by the consultant.

Staff is seeking authorization and approval for the Mayor to execute this First Amendment.

**RECOMMENDATION:**

Staff recommends authorization for the Mayor to sign and execute the First Amendment to RFQ 2019-027 for Kimley Horn and Associates.

**ALTERNATIVES:**

Do not sign the First Amendment.

**RESPONSIBLE STAFF:**

Selena Griffett

**COORDINATED WITH:**

Jack Andrews  
City Attorney

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2023/2024  
**Account:** N/A  
**Amount:** N/A

**FISCAL IMPACT:**

There is no Fiscal Impact to this Amendment

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**Attachments**

Original RFQ 2019-027 Kimely Horn Contract  
First Amendment  
City Attorney Memo

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**Form Review**

**Inbox**

Finance Department  
City Manager  
Form Started By: Selena Griffett  
Final Approval Date: 02/28/2024

**Reviewed By**

Johnna Morris  
Nick Mimms

**Date**

02/28/2024 01:28 PM  
02/28/2024 03:01 PM  
Started On: 02/20/2024 10:06 AM



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

*Florida*

July 30, 2020

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

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

Vero Beach, FL 32960

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

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

Dear Mr. Good:

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

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

Sincerely,

**CITY OF FORT PIERCE**

*Latonya Hubbard*

Latonya Hubbard  
Purchasing Agent

/lh

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



## NOTICE TO AWARD

**Date:** June 23, 2020

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

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

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

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

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

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

Please take the following actions:

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

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

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

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

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

OWNER:


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

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

Date: 6-23-20

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:  
KIMLEY-HORN AND ASSOCIATES, INC.

BY: 

Senior Vice President  
Title

7/7/20  
Date

END OF SECTION

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

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

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

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

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

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

**1. SERVICES**

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

**2. TERM**

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

**3. TECHNICAL AND PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

**5. TIME OF PERFORMANCE**

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

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

**6. COMPENSATION**

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

**7. GENERAL CONDITIONS**

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

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

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

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

**9. DEFAULT/TERMINATION**

A. FOR CAUSE

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

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

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

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

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**B. WITHOUT CAUSE**

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

**10. SUBCONSULTANTS AND SUBCONTRACTORS**

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

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

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

**11. FEDERAL AND STATE TAX**

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

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

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

**12. INSURANCE**

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

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**A. EVIDENCE OF INSURANCE**

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

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

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

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

**B. DESCRIPTION OF REQUIRED INSURANCE**

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

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

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

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coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

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

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

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

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

2) Commercial General Liability Insurance.

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

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

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

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

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

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

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

3) Automobile Liability Insurance.

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

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

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

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

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

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

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

5) Miscellaneous Provisions

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

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

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

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

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

**Certificate Holder**

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

**Additional Insured on the Commercial General Liability**

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

**13. INDEMNIFICATION**

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

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

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

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

**14. ASSIGNMENT**

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

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

**15. PUBLIC RECORDS**

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

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

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

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

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

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

**16. CONFLICT OF INTEREST**

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

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

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

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

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

**18. PLEDGE OF CREDIT, ARREARS**

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

**19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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**20. INDEPENDENT CONSULTANT RELATIONSHIP**

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

**21. ATTORNEYS' FEES AND COSTS**

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

**22. VERIFICATION OF EMPLOYMENT STATUS**

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

**23. PROHIBITION AGAINST CONTINGENT FEES**

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

**24. AUDIT**

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

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

**25. NON DISCRIMINATION**

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

**26. AUTHORITY TO PRACTICE**

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

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

**27. SEVERABILITY**

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

**28. COMPLETE AGREEMENT**

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

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

**29. AMENDMENT**

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

**30. MODIFICATIONS OF WORK**

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

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

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

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

**31. NOTICE**

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

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

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

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

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

**32. INTERPRETATION; CAPTIONS AND HEADINGS**

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

**33. WAIVER**

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

**34. COMPLIANCE WITH LAWS**

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

**35. GOVERNING LAW; VENUE**

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

**36. DISPUTE RESOLUTION**

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

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

**37. MEDIATION**

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

**38. ANTITRUST ASSIGNMENT**

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

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

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

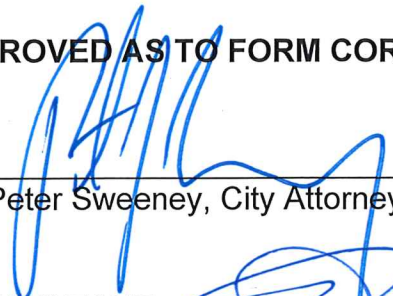
ATTEST:

CITY OF FORT PIERCE:


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

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

APPROVED AS TO FORM CORRECTNESS:

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

CONSULTANT:

By:   
\_\_\_\_\_

Print: Brian Good

Title: Senior Vice President

Today's Date: 7/7/20



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

# CONTRACT FORMS

Please complete and forward  
along with the agreement.



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

*Florida*

**NON-COLLUSION AFFIDAVIT  
FOR PRIME BIDDER**

STATE OF Florida

COUNTY OF Indian River

Brian Good, being first duly sworn, deposes  
and says:

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

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

Kimley-Horn and Associates, Inc.  
(Firm Name)

By: [Signature]

Title: Senior Vice President

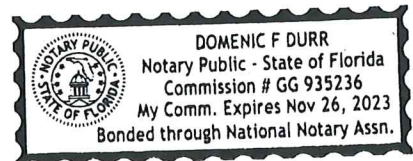
Subscribed and sworn to before me this 7<sup>th</sup>

day of, July 2020.

[Signature]  
Notary Public

My Commission expires: (Seal)

11/26/2023





THE SUNRISE CITY  
**FORT PIERCE**  
 PURCHASING  
 DEPARTMENT

*Florida*



## CERTIFICATION OF NONSEGREGATED FACILITIES

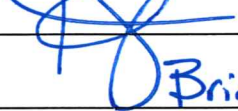
The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained.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

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

DATE: July 7th, 2020

Official Address (Including Zip Code):

Kimley-Horn and Associates, Inc.  
445 24th Street, Suite 200  
Vero Beach, FL 32960

By:   
 Name  
Brian Good  
 Name (Typed or Printed)  
Senior Vice President  
 Title



## DRUG-FREE WORK PLACE FORM

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

Kimley-Horn and Associates, Inc. does:

(Name of Business)

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

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

  
\_\_\_\_\_  
Proposer's Signature

7/7/20  
\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

The CONSULTANT shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONSULTANT shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY. As evidence of compliance with the insurance required herein, CONSULTANT shall furnish the CITY with:

- (a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the CITY of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) The original of the policy(ies); or

(c) Other evidence satisfactory to the CITY.

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

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

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

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements, other than any endorsement required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

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

**Commercial General Liability Insurance**

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

The CITY, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20

10, Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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

#### **Automobile Liability Insurance**

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

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage  
Combined

#### **Design Professional Liability**

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

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

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

**Pollution Legal Liability**

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

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

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

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

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

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

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

**Payment Bond and Performance Bond**

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

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

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

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

### **General Conditions**

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

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

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

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

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

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

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

**Certificate Holder**

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

**Additional Insured for General Liability**

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

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

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

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

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

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


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

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

[SIGNATURE PAGE TO FOLLOW]

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

**CONSULTANT:**  
**KIMLEY-HORN AND ASSOCIATES, INC.**

By:  \_\_\_\_\_

Print: Brian Good, P.E.

Title: Senior Vice President

Date: 02/19/2024

**ATTEST:**

**CITY OF FORT PIERCE:**

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

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

**APPROVED AS TO FORM AND  
CORRECTNESS:**

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



TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: RFQ 2019-027 FIRST AMENDMENT AND SA#6 FOR KIMLEY HORN AND ASSOCIATES, INC.

CAO RLS FILE: RLS 24-09

DATE: FEBRUARY 10, 2024

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I have reviewed the above Request for Legal Services (RLS) related to the First Amendment and Specific Authorization Number 6 with Kimley Horn and Associates. One minor correction is needed to the Specific Authorization. Please change Section 3 to reflect Exhibit B instead of Exhibit A. You do not need to resubmit the RLS for additional review, so long as this change is made.

With that change incorporated, both the First Amendment and Specific Authorization Number 6 are approved as to form and correctness.

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

Thank you.  
SH/mm

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

**11. b.**

**Meeting Date:** 03/04/2024

**Re:** Change Order 1 for the Delaware Avenue Striping Project

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

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**SUBJECT:**

Approval of Change Order 1 for the Delaware Avenue Striping Project with TRP Construction Group, LLC in an amount not to exceed \$1,421.00.

**SUMMARY:**

The Delaware Avenue Striping Project consisted of re-striping Delaware Avenue from 17th Street to US1 especially for the purpose of improving the on-street parking pavement markings.

Cost estimates were based on scaled drawings. However, the actual field measurements resulted in an increase in some quantities resulting in a Change Order in the amount of \$1,421. This Change Order will allow the City to make a Final Payment to the Contractor and close the contract.

**RECOMMENDATION:**

Staff recommends approving Change Order 1 in the amount of \$1,421.00 and authorizing the Mayor to sign the Change Order form.

**ALTERNATIVES:**

Do not approve the Change Order

**RESPONSIBLE STAFF:**

Selena Griffett

**COORDINATED WITH:**

Jack Andrews

City Attorney review/approval RLS 24-34

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2023/2024  
**Account:** 100-1111-519-6310  
**Amount:** \$1,421.00

**FISCAL IMPACT:**

Funding of the \$1,421.00 shall be encumbered from Account No. 100-1111-519-6310

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## Attachments

Change Order 1  
Original Contract  
City Attorney Memo

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### Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	02/28/2024 01:27 PM
City Manager	Nick Mimms	02/28/2024 03:01 PM
Form Started By: Selena Griffett		Started On: 02/14/2024 09:34 AM
Final Approval Date: 02/28/2024		

**CHANGE ORDER NO. 1**

**UNIT PRICE CONTRACT FOR  
DELAWARE AVENUE STRIPING**

**Piggyback Contract**

**DATE:** January 23, 2024

**CONTRACTOR:** TRP Construction Group, LLC

**OWNER:** City of Fort Pierce

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ORIGINAL CONTRACT AMOUNT	:	\$ 51,445.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	\$ 52,886.00
NET CONTRACT AMOUNT <b>INCREASE</b> RESULTING FROM THIS CHANGE ORDER	:	\$ <b>1,421.00</b>
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	\$ <b>52,886.00</b>
CURRENT CONTRACT EXPIRATION DATE	:	January 31, 2024
PROPOSED CONTRACT EXPIRATION DATE	:	January 31, 2024

**CHANGES ORDERED:**

**I. GENERAL:**

This Change Order includes compensation for additional work associated with the installation of striping and pavement markings to complete the work on Delaware Avenue Restriping. All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1 and Definitions of the GENERAL CONDITIONS, apply to, and govern all the Work under this Change Order.

**II. REQUIRED CHANGES/COST ADJUSTMENTS:**

Adjustments to striping quantities in the amount of \$1,421.00.

**III. JUSTIFICATION:**

The original contract quantities were measured to scale. Field measurements and actual quantities used varied.

**IV. PAYMENT:**

Funding of the \$1,421.00 shall be encumbered from Account No. 100-1111-519-6310

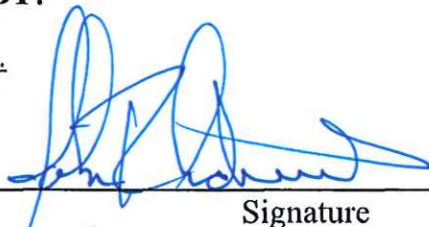
**V. APPROVAL AND CHANGE AUTHORIZATION:**

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

**RECOMMENDED BY:**

John R. Andrews, P.E.  
City Engineer

By: \_\_\_\_\_



Signature

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

2/14/24

**APPROVED AS TO FORM AND CORRECTNESS:**

Sara Hedges  
City Attorney

By: \_\_\_\_\_  
Signature

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

**APPROVED BY:**

Linda Hudson  
Mayor

By: \_\_\_\_\_  
Signature

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

**ACCEPTED BY:**

Tom Underwood  
TRP Construction Group, LLC.

By:  \_\_\_\_\_  
Signature

Date: 01-23-2024



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]

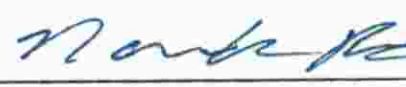
Entered this 15<sup>th</sup> day of September 2023.

**TRP CONSTRUCTION GROUP, LLC:**

By: 

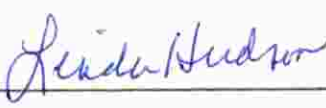
Title: GM

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;

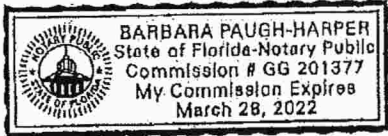
4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham 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

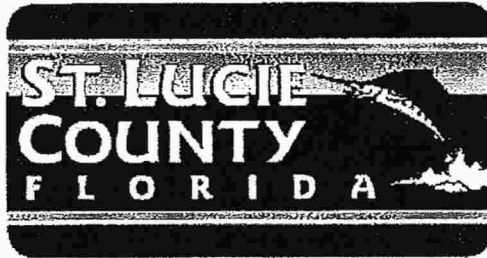
SIGNED BY: [Signature]

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: \_\_\_\_\_

TITLE: GM

## 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

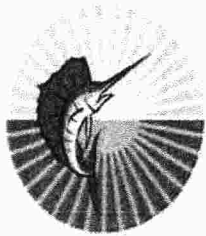
36	14-005.036	THERMO, STD, Y, 18"	LF	500.00	\$ 3.50	\$ 1,750.00
37	14-005.037	THERMO, STD, Y, 24"	LF	500.00	\$ 0.01	\$ 5.00
38	14-005.038	THERMO, STD, W, 24" STOP BAR	EA	50.00	\$ 100.00	\$ 5,000.00
39	14-005.039	THERMO, STD, W, ARROW, SINGLE	EA	50.00	\$ 85.00	\$ 4,250.00
40	14-005.040	THERMO, STD, W, 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>						

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**PROPOSAL NOTES**


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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

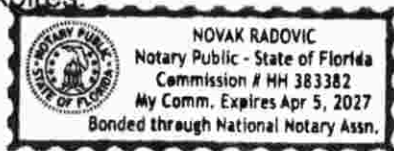
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of sept 2023,  
by Tom Underwood, General Manager, of  
Officer of Firm Title

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



THE SUNRISE CITY  
**FORT PIERCE**  
CITY ATTORNEY'S OFFICE *Florida*

TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW CHANGE ORDER 1 FOR THE DELAWARE AVENUE STRIPING PROJECT

CAO RLS FILE: RLS 24-34

DATE: FEBRUARY 12, 2024

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I have reviewed the above Request for Legal Services (RLS) related to a Change Order for the Delaware Avenue Striping Project. The Change Order is approved as to form and correctness.

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

Thank you.  
SH/mm

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

**11. c.**

**Meeting Date:** 03/04/2024

**Re:** Public Service Agency Grant Agreement for First United Methodist Church of Fort  
Pierce

**Submitted For:** Johnna Morris, Finance Director, Finance Department

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**SUBJECT:**

Approval of Public Service Agency Grant Agreement for First United Methodist Church of Fort  
Pierce in the amount of \$5,000.00.

**SUMMARY:**

The Grants Administration Division reviewed and recommended one (1) application:  
First United Methodist Church of Fort Pierce - \$5,000.00

**RECOMMENDATION:**

Approve the Grants Administration Division recommendation for the Public Service Agency  
award and contract to be used for each awardee. The template contract has been submitted  
to the Legal Department for "Form and Correctness"

**ALTERNATIVES:**

Staff shall proceed as directed by Commissioners.

**RESPONSIBLE STAFF:**

Grants Administration Division

**COORDINATED WITH:**

Johnna Morris, Director of Finance

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**Fiscal Impact**

**Budgeted Y/N:** Yes  
**Fiscal Year:** 2023-24  
**Account:** 103-9002-584100  
**Amount:** \$5,000

**OTHER INFORMATION:**

N/A

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**Attachments**

Grant Agreement Exhibit - First United  
CITY ATTORNEY'S MEMO  
Grant Agreement - First United

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## Form Review

### Inbox

Finance Department  
City Manager  
Form Started By: Verna Jackson  
Final Approval Date: 02/21/2024

### Reviewed By

Johnna Morris  
Nick Mimms

### Date

02/20/2024 08:54 AM  
02/21/2024 04:10 PM  
Started On: 02/14/2024 09:44 AM



**First United Methodist Church of Fort Pierce Exhibit**

**Grant Recipient:** First United Methodist Church of Fort Pierce

**Approval:** Grant recipient was approved for funding on August 7, 2023, City Commissioner meeting.

**Grant Award(s):**  
**Description:** Funding for Program Year 2023-2024

Shell/Rock for ground cover	\$5,000
3 community gardens	
515 Ave A; 601 Ave B; 506 N 11 Street	
<b>TOTAL:</b>	<b>\$5,000</b>

**TOTAL GRANT AMOUNT:** \$5,000

The Subrecipient shall be paid a total consideration of \$5,000.00 for full performance of the services specified under this Agreement. When requesting funds subrecipient shall submit a summary invoice that clearly details project expenses incurred. The invoice must be accompanied by a payment request form. Canceled checks and/or other acceptable evidence of indebtedness should be maintained for monitoring purposes.

**Thank you,  
 Grants Administration Division**



TO: VERNA JACKSON, GRANTS AND REPORTING SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: PUBLIC SERVICE AGENCY GRANT AGREEMENT FOR FIRST UNITED METHODIST CHURCH OF FORT PIERCE

CAO RLS FILE: RLS 24-42

DATE: FEBRUARY 13, 2024

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I have reviewed the above Request for Legal Services (RLS) related to a CDBG Grant Agreement with First United Methodist Church of Fort Pierce. Please note the following for your review and/or correction:

1. The date of the Grant Agreement should be blank until filled in at execution, the date included has passed.
2. Please include the address, so as to read: **First United Methodist Church of Fort Pierce**, located at \_\_\_\_\_, Fort Pierce, FL
3. Please verify this is a for-profit corporation and not a non-profit of some sort.
4. Please verify Paragraph (4)(G) is still correct as to the name of the Grant Program. The paragraph may need removed or corrected.

With the above points reviewed and corrected, the Grant Agreement is approved as to form and correctness. You do not need to resubmit the Grant Agreement for another review, so long as points 1-4 above are resolved prior to presentation to the City Commission.

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

Thank you.  
SH/mm

## PUBLIC SERVICE AGENCY GRANT AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ **2024**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and **First United Methodist Church of Fort Pierce**, located at 616 Orange Avenue, Fort Pierce, Florida 34950, a Florida non-profit organization, hereinafter referred to as the **SUBRECIPIENT**.

### W I T N E S S E T H

**WHEREAS**, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

**WHEREAS**, the Fort Pierce City Commission, on July 19, 2021, was presented the 2021-2025 Consolidated Plan; and

**WHEREAS**, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. **National Objectives**: All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity (ies) carried out under this Agreement will meet **community development needs having a particular urgency**.
2. **Scope of Project**: The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient**, is set forth in **Exhibit "A"** to this Agreement.
3. **Term of Contract**: This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **September 30, 2024**.
4. **Specific Conditions**:
  - A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** thereto, of **Subrecipient**, up to the agreed amount of **\$5,000.00**.
  - B. All funds from **Grantor** to **Subrecipient** being dispersed under the terms of this Agreement shall be used by **Subrecipient** solely for the purpose of those specified in **Exhibit "A."**
  - C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2023-2024 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

- D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount requisitioned under the terms of this Agreement.
- E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations which have been paid by another source of revenue.
- F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.
- G. Publications, press releases, media productions, and exhibit graphics produced by the **Subrecipient** shall include the following statement:

**Sponsored in part by the City of Fort Pierce's Way to Grow Lincoln Park  
Startup or Relocate Grant Program**

- H. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.
  - I. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.
5. **Alteration**: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. **General Conditions**:

A. **General Compliance**:

- i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.
- ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.
- iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the

implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

- iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at 2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, “Cost Principles for State, Local and Federally Recognized Indian Tribal Governments” (and the implementing at 2 CFR Part 225); OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; OMB Circular A-122, “Cost Principles for Non-Profit Organizations” (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, “Cost Principles for Educational Institutions” (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (and the implementing regulations at 2 CFR Part 215).
- v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

- B. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the **Subrecipient** is an independent contractor.
- C. **Hold Harmless:** The **Subrecipient** shall hold harmless, defend and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient’s** performance or nonperformance of the services or subject matter called for in this Agreement.
- D. **Workers’ Compensation:** The **Subrecipient** shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- E. **Insurance & Bonding:** The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the

bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

- F. **Grantor Recognition:** The **Subrecipient** shall insure recognition of the role of the **Grantor** in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- G. **Amendments:** The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor's** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient**.
- H. **Suspension or Termination:**
- i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
    - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
    - b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;
    - c. Ineffective or improper use of funds provided under this Agreement; or
    - d. Submission by the **Subrecipient** to the **Grantor** reports that are incorrect or incomplete in any material respect.
  - ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the **Grantor** or the **Subrecipient**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

- i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. **Cost Principles:** The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record Keeping:**

- i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
  - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- ii. **Retention:** The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

- iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.
- v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

#### C. **Reporting and Payment Procedures:**

- i. **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.
- ii. **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.
- iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.

- iv. **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

- i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.
- ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.
- iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.
- iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient** agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.
  
9. **Personnel and Participant Conditions:**
  - A. **Civil Rights:**
    - i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
    - ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
    - iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
    - iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973

(29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action:**

- i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.
- vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every

subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

- i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.
  
- ii. **Land Standards:**
  - a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.
  
  - b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
  
- iii. **“Section 3” Clause:**
  - a. **Compliance:**
    1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth

in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that

provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

- i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.
- ii. **Subcontracts:**
  - a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.
  - b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - c. **Content:** The **Subrecipient** shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on

a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the **Grantor** along with documentation concerning the selection process.

- iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:
  - a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
  - b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
  - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.
- v. **Lobbying:** The **Subrecipient** hereby certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:
- d. **Lobbying Certification:** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

#### 10. **Environmental Conditions:**

- A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
  - i. Clean Air Act, 42 U.S.C., 7401, et seq.;
  - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
  - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

- B. **Flood Disaster Protection**: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. **Lead-Based Paint**: The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.
- D. **Historic Preservation**: The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted**: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.
12. **Notices**: All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

**Grantor:**

City of Fort Pierce  
 100 N. US Highway 1  
 Fort Pierce, FL 34950  
 Attn: Grants Administration  
 Email: grantsadministration@cityoffortpierce.com

**Subrecipient:**

Name: First United Methodist Church of Fort Pierce  
 Address: 616 Orange Ave  
 City, State, Zip: Fort Pierce, FL 34950  
 Attn: Gregory Rogolino  
 Email: gregrogolino@att.net

With a copy to:

City Attorney's Office  
100 N. US Highway 1  
Fort Pierce, FL 34950  
Attn: Sara Hedges, City Attorney  
Email: shedges@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
14. **No Waiver:** The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.
17. **Entire Agreement:** This Agreement constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

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

GRANTOR:  
CITY OF FORT PIERCE

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

APPROVED AS TO FORM CORRECTNESS:

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

SUBRECIPIENT: First United Methodist Church of Fort Pierce

By: \_\_\_\_\_

(Name)

Print: Gregory Rogolino

Title: **Board Chairperson**

Today's Date: \_\_\_\_\_

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

**11. d.**

**Meeting Date:** 03/04/2024

**Re:** Emergency Temporary Solid Waste Mechanic Staffing

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

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**SUBJECT:**

Approval to increase Purchase Order No. 24-0435 with Fleet Air Maintenance to provide emergency temporary solid waste mechanic staffing in an amount not to exceed \$150,000.00.

**SUMMARY:**

This is the only vendor that can provide skilled, knowledgeable onsite staffing that will allow Solid Waste services to continue without interruption. This will also provide relief to the existing mechanics who are currently working additional hours to simply maintain the fleet.

**RECOMMENDATION:**

Approve request for temporary mechanic staffing.

**ALTERNATIVES:**

Staff will proceed as directed by the City Commission.

**RESPONSIBLE STAFF:**

Public Works Department

**COORDINATED WITH:**

Finance Department

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** FY2024  
**Account:** 40242005343490  
**Amount:** \$150,000.00

**OTHER INFORMATION:**

Funds are available.

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**Attachments**

Proposal  
Original P.O.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Finance Department	Johnna Morris	02/28/2024 01:28 PM

City Manager  
Form Started By: Mike Reals  
Final Approval Date: 02/28/2024

Nick Mimms

02/28/2024 03:01 PM  
Started On: 02/26/2024 07:41 AM



Date: December 19, 2023

**FLEET AIR & MAINTENANCE SERVICES LLC.**  
7771 THORNLEE DR, LAKE WORTH FL 33467  
**561-480-4125**

**\*\*\*PROPOSAL\*\*\***

**To:** City of Fort Pierce

*I would like to begin by thanking you for the opportunity to provide you with a proposal. My experience in Fleet Maintenance began in 1984 in NYC working for companies in the Waste Industry. I have gained extensive knowledge in Fleet Maintenance throughout my career from companies such as Waste Management, Republic Services, USA Waste, Allied Sanitation, Star Recycling, Waste Pro, and the City of West Palm Beach. I have over 39 years of extensive knowledge and I have trained many technicians throughout my career on how to properly perform a Preventive Maintenance service on many distinct types of vehicles and other maintenance functions.*

**Work Type defined.**

***Preventive Maintenance** -Fleet Air will provide two Preventive Maintenance Technicians to service: Refuse vehicles, Cars, and Pickups.*

***Air Conditioner Repair** – Priced per evaluation of the equipment.*

***Minor Repairs** – i.e... lights, camera wiring, hydraulic hoses, wheel mounts, windshield wipers, Wiper motors, belts, coolant hoses.*

**Labor rate defined.**

***Preventive Maintenance Technician** - One Hundred dollars per hour per tech (\$100.00) with a minimum of 6 hours per day per tech, 3 days per week. The days chosen will be at the discretion of the City of Fort Pierce.*

***Specialty Labor** – Job specific - will be quoted on Jobs such as i.e... Cylinder Replacement, Brakes, Water pump, hydraulic pump, Air compressor.*

*This agreement between the City of Fort Pierce and Fleet Air & Maintenance Services LLC will be based on a Purchase Order of (Fifty Thousand dollars).*

*13.88 weeks of work - \$1200 per day x 3 days = \$3600 per 3-day week.*

*Please feel free to contact me if you have any questions,*

*Thank you Kindly,*

*Nelson Quiles*

*Fleet Air & Maintenance Services LLC.*



Bill To SN PUBLIC WORKS C/O SOLID WASTE GARAGE 52 SAVANNAH ROAD FORT PIERCE, FL 34982 772-467-3794

Ship To SN PUBLIC WORKS C/O SOLID WASTE GARAGE 52 SAVANNAH ROAD FORT PIERCE, FL 34982

Vendor 27554 FLEET AIR AND MAINTENANCE SERVICES LLC 7771 THORNLEE DRIVE LAKE WORTH, FL 33467

Table with purchase order details: Purchase Order Number 00240435, Purchase Order Date 12/27/2023, Department SOLID WASTE, Required By 12/22/2023, Payment Terms 30 Days

Table with columns: VENDOR PHONE NUMBER, VENDOR EMAIL, VENDOR NUMBER, REQUISITION NUMBER, REQUISITIONER NAME, BUYER NAME, DELIVERY REFERENCE

NOTES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading SOLE SOURCE EMERGENCY TEMPORARY SOLID WASTE MECHANIC STAFFING: THIS is the only vendor who can provide skilled knowledgeable onsite staffing that will allow Solid Waste services to continue without service interruptions.

Table with columns: ITEM #, DESCRIPTION, QUANTITY, UOM, UNIT PRICE, EXTENDED PRICE

DUPLICATE COPY watermark

Purchasing Director signature

Finance Director signature

Total Ext. Price \$49,900.00

Purchase Order Total \$49,900.00

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

**13. a.**

**Meeting Date:** 03/04/2024

**Re:** No Trespassing Sign Fee Resolution

**Submitted For:** Robert Ridle, Deputy Chief, Dist. 2, Police Department

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**SUBJECT:**

Resolution 24-R11 establishing a fee for the Police Department's "Private Property Enforcement Program" and designating the revenue for Police Department use to replenish the signs and fund community engagement activities and events with the remaining funds.

**SUMMARY:**

The Police Department's Private Property Enforcement Program has been in place for over twenty years. Past fees for signs were remitted to the City's general fund. The Police Department does not have specific funding for community engagement events. The resolution has been reviewed by the City Attorney's Office.

**RECOMMENDATION:**

Approve resolution.

**ALTERNATIVES:**

Not approve the resolution and find an alternative to funding community engagement events.

**RESPONSIBLE STAFF:**

Robert Ridle, Deputy Chief  
Jason Braun, Lieutenant

**COORDINATED WITH:**

Sara Hedges, City Attorney

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**Fiscal Impact**

**Budgeted Y/N:** N

**Fiscal Year:** 2024

**OTHER INFORMATION:**

N/A

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**Attachments**

Legal Approval Memo  
24-R11

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## Form Review

**Inbox**

City Manager

Form Started By: Robert Ridle

Final Approval Date: 02/16/2024

**Reviewed By**

Nick Mimms

**Date**

02/16/2024 08:57 AM

Started On: 02/14/2024 05:03 PM



TO: ROBERT RIDLE, DEPUTY CHIEF

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: NO TRESPASSING SIGN FEE RESOLUTION

CAO RLS FILE: RLS 23-328

DATE: JANUARY 22, 2024

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I have reviewed the above Request for Legal Services (RLS) related to establishing the fee for signs issues pursuant the Private Property Enforcement Program. I have made suggested changes to the Resolution. The Resolution has been uploaded in a Track Changes version and a Clean Copy version. With the suggested changes implemented, the Resolution is approved as to form and correctness.

Please note, the Affidavit executed pursuant to the Program will need to be updated with the newly established fee, if adopted by the City Commission.

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

Thank you.  
SH/mm

**RESOLUTION NO. 24-R11**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING A FEE OF \$30.00 FOR PROVIDING FORT PIERCE POLICE DEPARTMENT “NO TRASSPASSING” SIGNS PURSUSANT TO THE PRIVATE PROPERTY ENFORCEMENT PROGRAM AND AUTHORIZING PROCEEDS TO BE USED FOR COMMUNITY ENGAGEMENT ACTIVITIES AND EVENTS;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Fort Pierce Police Department provides “No Trespassing” signs to property owners as part of the Fort Pierce Police Department’s Private Property Enforcement Program; and

**WHEREAS**, the Fort Pierce Police Department expends time and resources to maintain the Private Property Enforcement Program along with providing signs; and

**WHEREAS**, by charging a fee of \$30.00 per sign, the Fort Pierce Police Department can generate funds for expenditure for community engagement activities and events by the Fort Pierce Police Department.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** The City Commission establishes the fee for “No Trespassing” signs issued by the Fort Pierce Police Department pursuant to the Private Property Enforcement Program at \$30.00 per sign, the proceeds from which may be used to fund community engagement activities and events by the Fort Pierce Police Department.

**SECTION 2.** The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**SECTION 3.** All resolutions or parts of resolution in conflict herewith are hereby repealed.

**SECTION 4.** This Resolution shall take effect immediately upon adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 4th day of March, 2024.

\_\_\_\_\_  
LINDA HUDSON, MAYOR

**ATTEST:**

\_\_\_\_\_  
LINDA COX, CITY CLERK

(CITY SEAL)

**APPROVED AS TO FORM  
AND CORRECTNESS**

\_\_\_\_\_  
SARA HEDGES, CITY ATTORNEY

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

**15. a.**

**Meeting Date:** 03/04/2024

**Re:**

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**SUBJECT:**

Reports

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**Attachments**

Purchase Order Report

City Manager's Report

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**Form Review**

Form Started By: Jennifer Robinson

Started On: 02/26/2024 08:15 AM

Final Approval Date: 02/26/2024

**Purchase Order Approvals Between \$10,000 and \$50,000 by the City Manager from February 1, 2024 to February 29, 2024**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Total Amount</b>	<b>Budget Code</b>	<b>Fund Description</b>
BUILDING	FORERUNNER INDUSTRIES, INC.	2024-2025 Renewal of Forerunner Software	\$40,125.00	4202902-546750 REPAIR & MAINTEN/SOFTWARE	BUILDING DEPARTMENT EXP
CITY MANAGER	NEW HORIZONS OF THE TREASURE COAST	709 S 5th St. Interior Uplift Grant Reimbursement	\$10,000.00	1049400-583400 OTHER GRANTS & AIDS / OTHER	FPRA
CITY MANAGER	ZORA NEALE HURSTON FLORIDA	Zora Experience Fest 2024	\$10,000.00	1001111-549875 OTHER CURRENT CHR/ART IN PUB	RESTRICTED REVENUE FUND
CODE ENFORCEMENT	DON BERGMAN ARCHITECTURE LLC	Drafting plans for new food prep & storage buildin	\$14,893.54	4074700-563200 IMPROV OTHER/OTHER IMPROVE	ANIMAL SHELTER EXP
ENGINEERING	ST. LUCIE COUNTY BOCC-FINANCE	Watershed and Lagoon Life Education Program - NPDE	\$10,000.00	4034300-534900 CONTRACTUAL SVC / MSC CONT FEE	STORMWATER UTILITY EXP
GRANTS ADMINISTRATION	LINCOLN PARK MAIN STREET, INC.	Lincoln Park Mainstreet FY 23 - 24	\$50,000.00	1039002-582310 AID PRIVATE ORG/LP MAIN ST	CDBG GRANTS & AID
INFORMATION TECHNOLOGY	TYLER TECHNOLOGIES, INC.	Community Development and GIS Site License Upgrade	\$11,040.33	1171111-534100 CONTRACTUAL SVC/DATE PROCESS	AMERICAN RESCUE PLAN EXP
POLICE - STAFF	INSIGHT PUBLIC SECTOR	Fara Zone 3D Expert XGD from 3D for Investigations	\$11,111.15	0013002-546750 REPAIR & MAINTEN/SOFTWARE	POLICE SUPPORT
POLICE - STAFF	NOBLES' MARINE	POLICE BOAT - MAKO PRO SKIFF 17CC	\$31,422.50	0013002-564400 EQUIPMENT & MACHINERY/VEHICL	POLICE SUPPORT
POLICE - ADMIN	RICOH USA, INC.	LEASE PAYMENT FOR SIX (6) SYSTEMS	\$10,697.18	0013002-544100 RENTALS & LEASES/EQUIPMENT	POLICE SUPPORT
PW - FACILITIES MAINTENANCE	SPORT SURFACES LLC	PICKLEBALL COURT RENOVATIONS BID NO. 2024-014	\$49,500.00	1081111-563200 IMPROV OTHER/OTHER IMPROVE	PARKS MSTU EXP
PW - FLEET	CLASSIC CAR COATING	Body Damage Repair per Estimate	\$33,719.04	0013002-546500 REPAIR & MAINTEN/VEHICLE	POLICE SUPPORT

# CITY MANAGER'S REPORT



MARCH 2024

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# Florida Cracker Trail Parade

The Fort Pierce Police Department provided security and traffic control on the morning of February 24, 2024, for the 37th Annual Florida Cracker Trail Association Cross State Ride. The parade, led by Trail Boss Robert Wolfe, his wife, Kathy, and their 5-year-old granddaughter, Ella Johnson, featured close to 60 riders who were welcomed by a large crowd along the route through the Downtown area. The annual ride recreates the old Florida cowboys cross-state cattle drives that began in the 1850s to drive cattle to Florida ports for shipment to Key West, Cuba, and other destinations. This year's ride started on February 17 in Bradenton and followed traditional route highways, entering Fort Pierce on State Road 68 (Orange Avenue) on February 24, and continuing through Downtown.



# Indian Hills Golf Course

We have had a GREAT start to our fiscal year!! Through February, we will be in excess of 3,000 rounds above last year through the same five month period. In conjunction with the increased rounds, our Revenues are in excess of \$150,000 more than last year over the same five month stretch. Our turf doctor has been instrumental in our success and when we can FINALLY get some warmer weather, we will again begin to aggressively grow grass. Keeping with the same agronomy programs, we should have a complete and healthy stand of turf through the entire course at the end of the coming summer.

We pride ourselves on our customer service as well as being warm and welcoming to all players!

We provide a fun and relaxed environment for players of all ages and skill levels. Our pace of play has been unmatched locally as we regularly are at, or UNDER, a 4-hour round of golf on even our busiest days.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend...or two! If there's something we can improve upon...tell US so we can keep getting better! We thank all of our members and guests for their support, and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

We are also excited about the possibility of our future addition of 4 Pickleball Courts on site!!

We will firm up all the details as we get closer, but we will be offering an annual membership for both residents as well as non-residents.



Monthly Sales Report	DECEMBER 2023		JANUARY 2024	
	Golf Rounds	4,068	4,841	
	Golf Fees	\$126,081.80	\$150,332.33	
	Range Tokens	\$4,155.31	\$4,982.21	
	Membership Fees	\$9,903.45	\$11,091.57	
	Food & Beverages	\$8,394.16	\$11,494.51	
	Merchandise	\$6,157.50	\$7,509.36	
	<b>TOTAL</b>	<b>\$154,692.22</b>	<b>\$185,409.98</b>	



The Zora Neale Hurston Foundation, Lincoln Park Main Street, and Incubate Neighborhood Center Inc.

One of the attractions that drew high participation by attendees was the Highwaymen Heritage Trail Tour. This Guided Trail Tour aboard a chartered luxury bus began when the event opened and during the day more than 150 people participated in the tour guided by Pamela Carithers, Executive Director of Lincoln Park Main Street. Ms. Carithers kept the attendees engaged by explaining the history of the area and the significance of each stop on the tour.

Despite some rain and windy weather conditions, this 7th Annual Highwaymen Art Show and Festival was a success with positive feedback from attendees and the Original and 2nd Generation artists who were able to display and sell their artwork and enjoy fellowship with one another and community members.



## Highwaymen Heritage Trail Art Show and Festival

The City of Fort Pierce held its 7th annual Highwaymen Heritage Trail Art Show and Festival on Saturday, February 17, from 10am-4pm on the corner of 7th Street and Avenue D near Moore's Creek Linear Park in the heart of Lincoln Park. This Festival is a tribute to the world-renowned Florida Highwaymen artists and their contribution to the rich cultural history of the Lincoln Park neighborhood and Fort Pierce, the birthplace of the Highwaymen artists movement. These unique artists are said to have begun the "last great American Art Movement of the 20th Century."

The Festival featured many of the "historic Original" and 2nd Generation Highwaymen artists who were present displaying and selling their art, as well as tribute booths for several revered artists who are no longer with us. Over 500 people in attendance from across Florida as far away as Florida's west coast and Miami enjoyed music provided by local radio DJ Mighty Michael, live performances by local artists Kayy-Love Band, a Drumline performance by Future Generations of SLC, food vendors, craft vendors, a Kid's Zone, and displays from local community organizations such as





Trinity Lutheran Church (Major Amendment) - Site Location

## PLANNING DETERMINATIONS

The City Commission approved a request for a Major Amendment to add a 6,530 sq. ft. classroom building, to be used in association with religious education and day care programs, at the Trinity Lutheran Church at 2011 S. 13th Street, Fort Pierce. The proposed building, a prefabricated modular structure, will be located along the western side of the existing developed area of the property and substantially screened by existing landscaping. The proposed use will require minor modifications to the existing parking lot and site stormwater systems.



## Historic Designation of Little Jim Bait & Tackle

The Historic Designation of Little Jim Bait & Tackle moved through its first step as the Historic Preservation Board approved the recommendation. Located just inside the inlet, the "Little Jim Bait and Tackle" site has served the local and transient fishing community for over 60 years after its former role as the main gate guardhouse of the US Navy amphibious and underwater demolition training base. The site, located on the north shore of Jim Island along Highway A1A, is well known and popular with locals and visitors for its history, fishing and "old Florida" appeal. The recommendation follows the decision by the City Commission, at its December 11th, 2023, City Conference Agenda meeting, to pursue a historic designation for the property.



## Tip A Cop

The Fort Pierce Police Department teamed up with the St. Lucie County Sheriff's Office to stage the agencies' first Tip A Cop event of 2024.

The event, which supports Special Olympics Florida, took place on Friday, February 16, 2024, from 5 p.m. to 9 p.m. at Meating Street in Port St. Lucie. Officers and Deputies worked as servers to earn tips that were donated to Special Olympics. The money raised – a whopping \$5,800 – will help athletes participate in year-round sporting events at no cost to them or their families.



## City Marina Financial Report

	NOVEMBER	DECEMBER	JANUARY
<b>Dockage Reservations</b>	204	144	191
<b>Monthly Dockage</b>	\$218,349.93	\$172,980.68	\$195,718.09
<b>Transient Dockage</b>	\$120,703.40	\$117,326.49	\$121,809.42
<b>Electricity</b>	\$9,575.89	\$9,850.07	\$8,740.63
<b>Retail</b>	\$18,099.03	\$21,980.19	\$19,011.99
<b>Gas Sales</b>	\$43,415.33	\$28,472.83	\$28,618.32
<b>Diesel Sales</b>	\$147,086.39	\$73,457.51	\$80,299.71
<b>TOTALS</b>	<b>\$557,229.97</b>	<b>\$424,067.77</b>	<b>\$454,198.16</b>

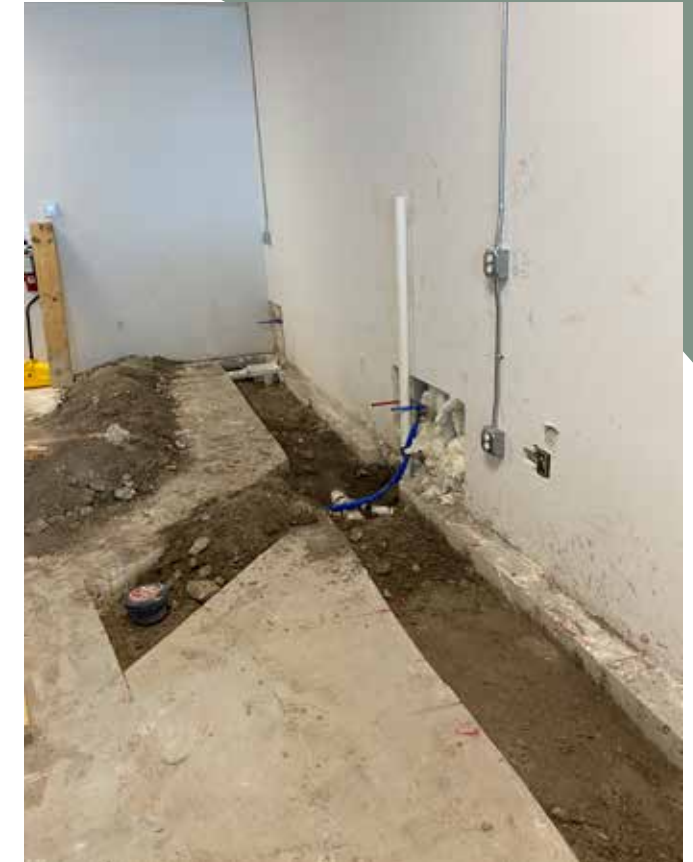
### EASTER AVENUE

A residence on Easter Ave recently had the building sewer pipe relined utilizing a process called Cured-in-Place Pipelining (CIPP). Although this is not a new technology, it has recently been incorporated into the 2023 Florida Building Code, Residential Code as an approved process. Instead of digging up and replacing the piping, the repair is performed by inserting a flexible felt tube typically made of polyester or fiberglass saturated in resin into the existing pipe. The resin then hardens to form another pipe within the original pipe. Once the work is completed, an inspection is performed internally by a video camera survey. The plumber also provides a certification to the Building Department that the relining materials have been installed in accordance with the manufacturer's installation instructions and the building code.



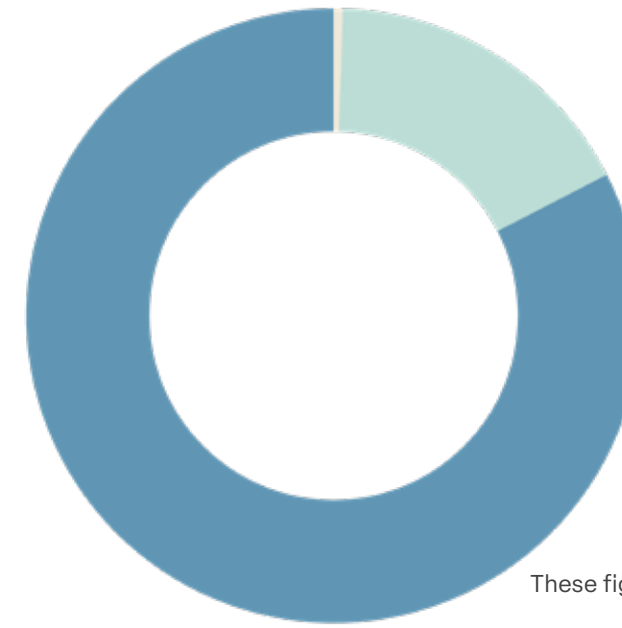
### 835 SEAWAY DRIVE

NYC Subs is coming soon to Phase 2 of Harbour Cay Plaza. The concrete slab has been cut and piping is being installed for the water supply, sanitary piping, and grease trap. A grease trap, or grease interceptor (not yet installed) is a device designed to intercept greases and solids before they enter the wastewater system. Grease traps are required to be installed in all commercial kitchens including but not limited to restaurants, ice cream shops, and coffee shops.



## 5555 OKEECHOBEE ROAD

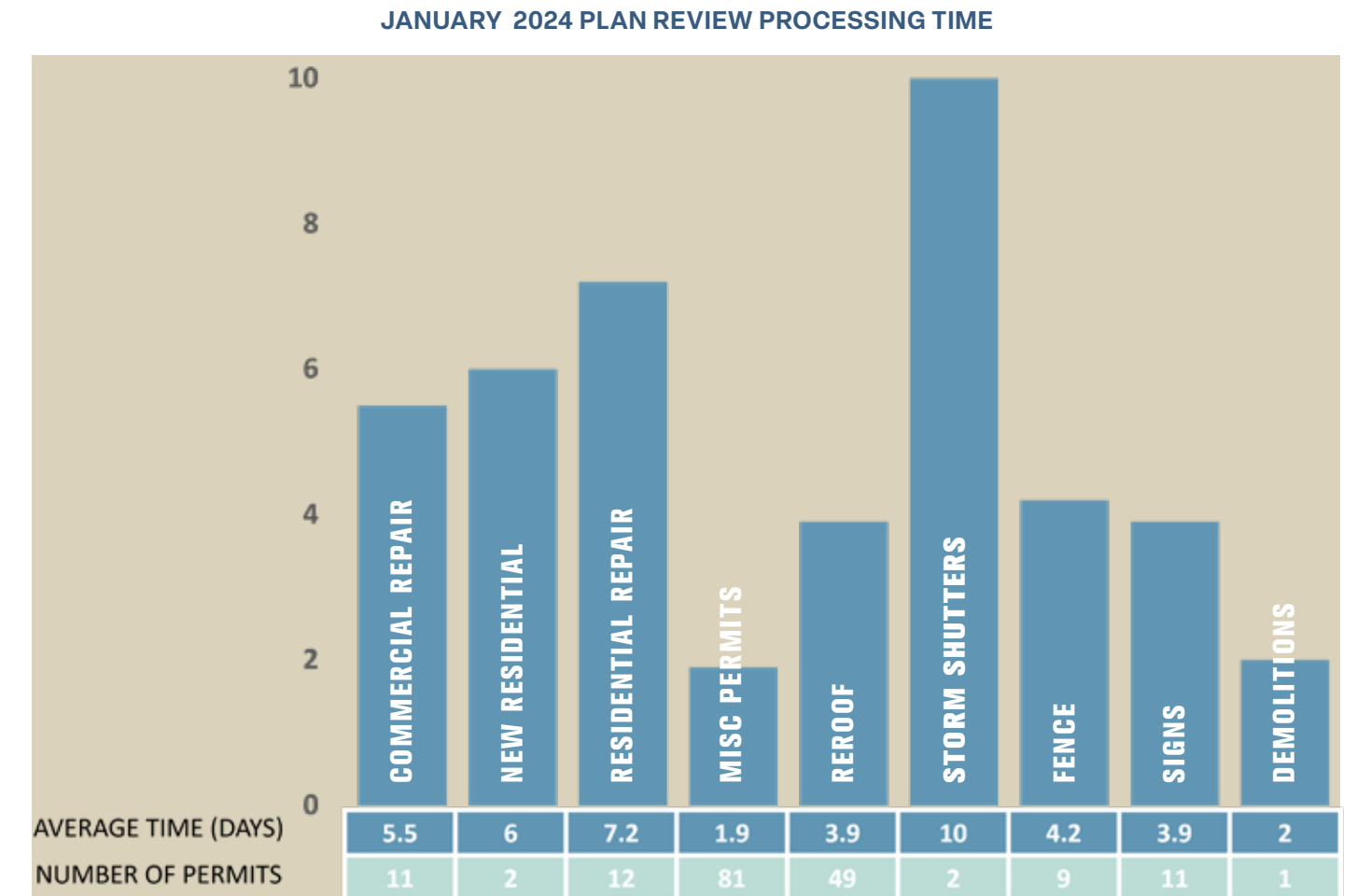
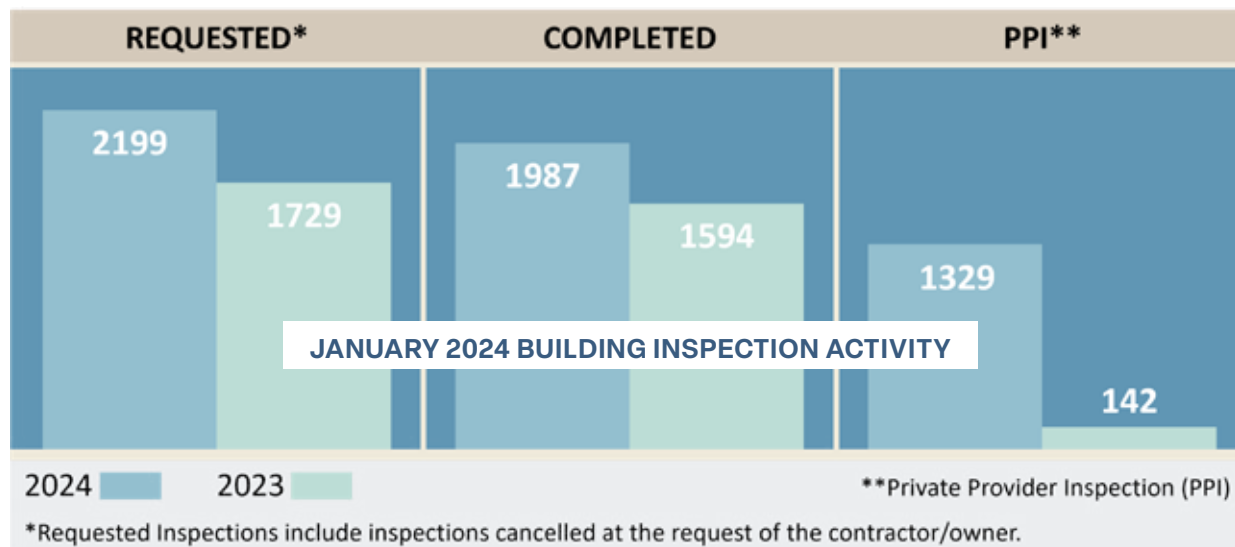
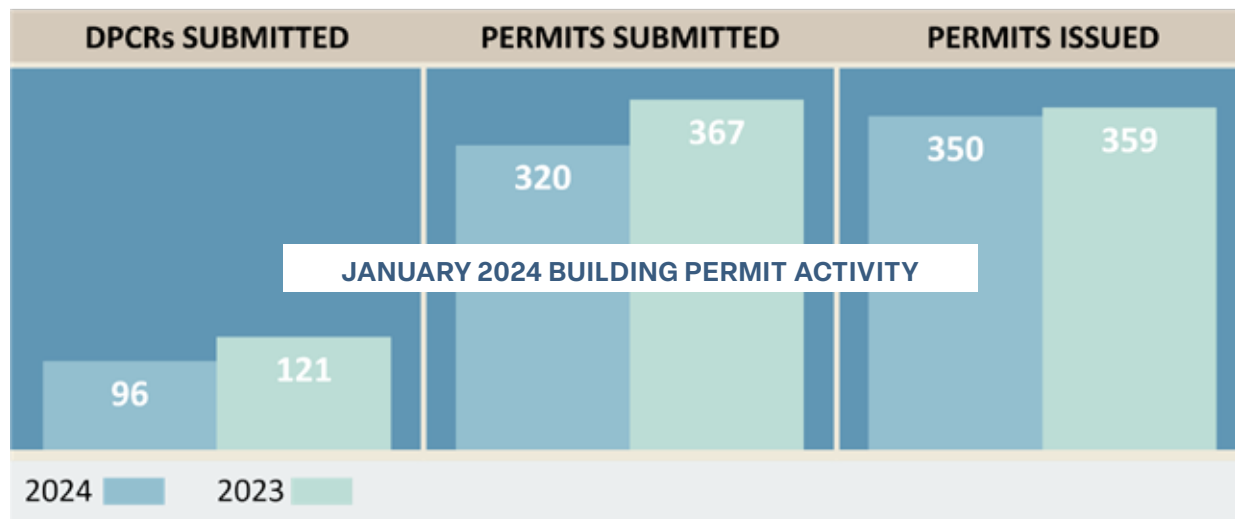
Stanton Optical now open! A Certificate of Occupancy has been issued for Stanton Optical near the intersection of Okeechobee Rd and Jenkins Rd. Stanton Optical is the newest business to open in the area along with Aldi, Chipotle, Seven Brew and Take 5 Oil Change.



**JANUARY 2024 NEW CONSTRUCTION VALUES**

\$34,000	NEW COMMERCIAL PERMITS
\$1,217,000	NEW SITEWORK PERMITS
\$5,932,438	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in December 2023 for New Construction





## Chart Your Course

Lieutenant Brian MacNaught and Detective Roberto Sarmiento of the Fort Pierce Police Department had a great time on February 22 talking with local students at the second annual Maritime and Marine Career Expo,

Chart Your Course, at the Fort Pierce Yacht Club. The officers answered plenty of questions about our Marine Unit, our AmeraCat police boat and various careers in law enforcement.



### Ohio Avenue (US Highway 1 to 11th Street)



Phase I Construction

Construction of Phase I (Sunrise to 11th Street) is underway. The potable water main, sanitary sewer, storm sewer, street lighting conduit installation, curb and gutter construction and 75% of the sidewalk have been completed.

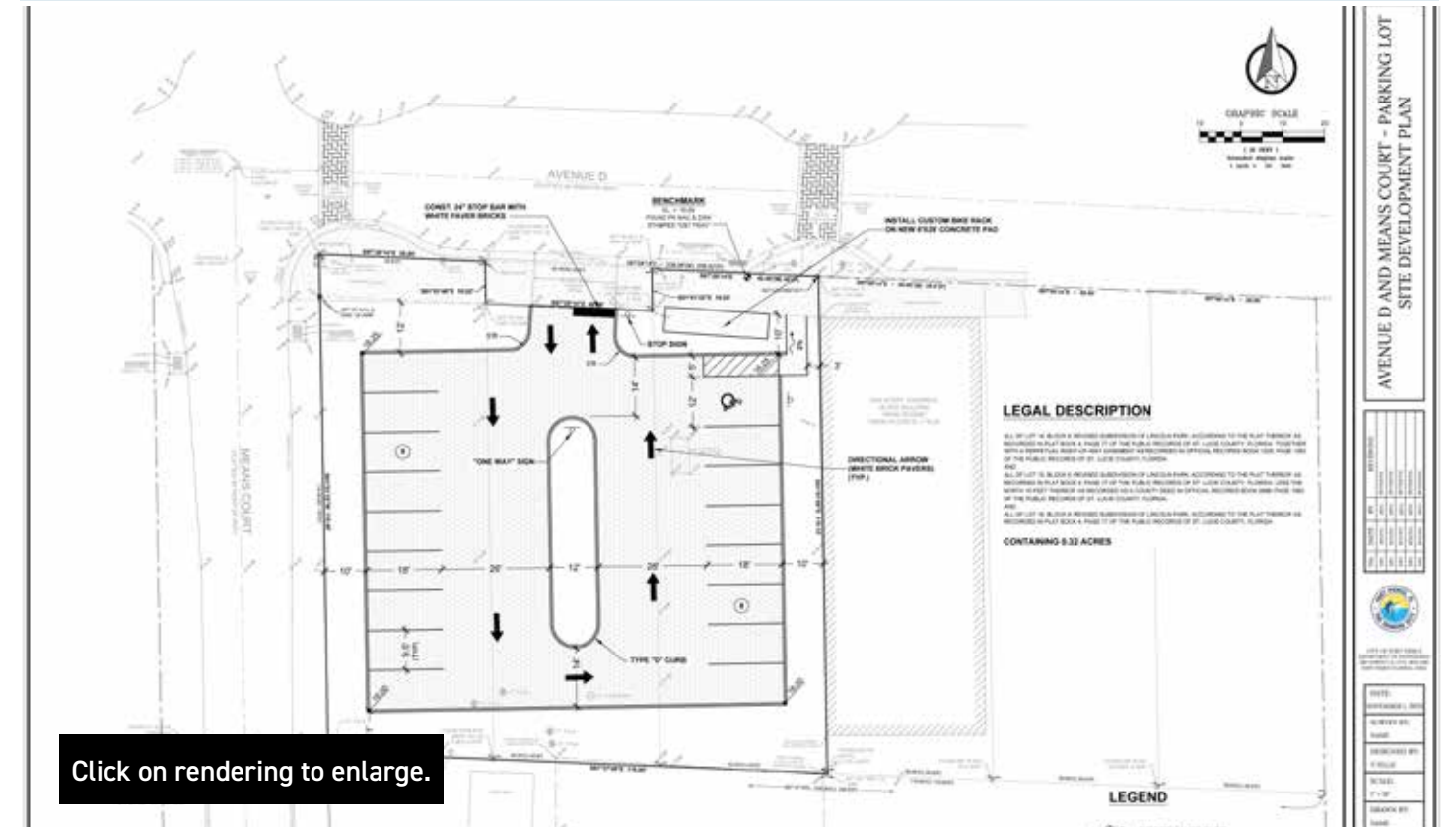
Phase II (US 1 to Sunrise) of the construction is underway with water main and service installation. The proposed roadway improvements include new drainage, potable water, and sanitary sewer collection systems along with a new roadway, curb & gutter, sidewalks, streetlighting, and limited landscaping.



Phase II Water Main Installation

### Avenue D and Means Court Public Parking Lot

Project design is complete. Anticipate advertising for bids in March 2024.



Click on rendering to enlarge.

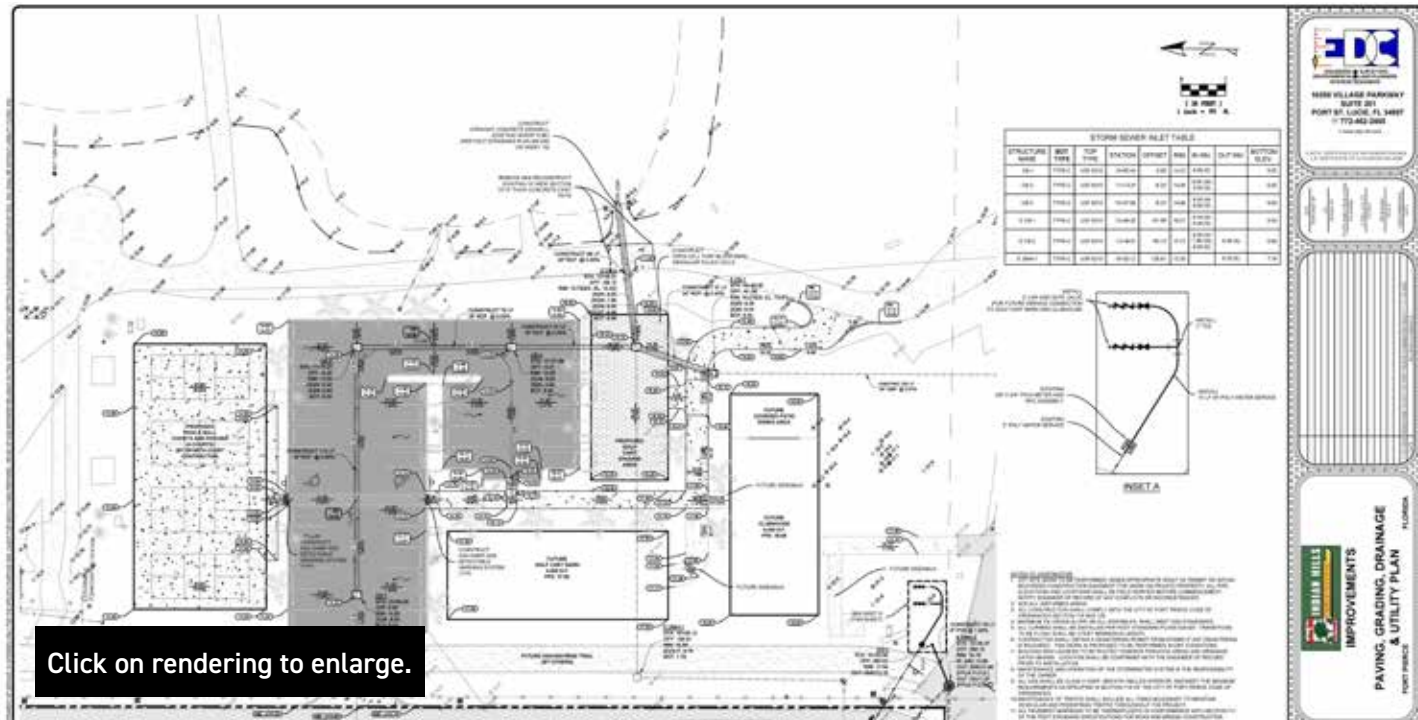
### 2023 Annual Resurfacing Contract

The contract has been fully executed and the contractor is preparing the fee proposal for the 2023 Street Resurfacing. Staff is preparing the 2024 list of streets for resurfacing.

### Indian Hills Golf Course Site Expansion Phase I

The proposed site expansion of the Indian Hills Golf Course includes Phase I development consisting of four (4) Pickleball Courts, paved parking lot for 36 vehicles, pervious paver golf cart staging area, landscaping, parking lot lighting, and utility connections for the Phase II improvements. Phase II improvements include the construction of a new clubhouse and golf cart barn.

Phase I bid opening was held on February 21, 2024, and staff is currently reviewing the bids. Construction is anticipated to begin in June 2024 with construction completion estimated to be in November 2024.



Click on rendering to enlarge.

### Avenue D (Indian River Drive to 29th Street)

The FDOT funding agreement is in review by the City Attorney's office. The City is responding to FDOT comments and preparing certifications for utility clearance and environmental compliance. Final edits to the bid package continue.



## Wagging Tails on the Trails

On February 3, 2024, the first Wagging Tails on the Trails 5K Race was held to help support the Fort Pierce Animal Adoption Center. Skies were blue and spirits were high as over 175 participants, both 2-legged and 4-legged, hit the trails of Pepper Park. City Commissioner Arnold Gaines gave the honorary "Go" to the runners and then joined everyone on the trails. The City of Fort Pierce was well represented with a team of runners/walkers and big congratulations to our own Noemi Rios for placing in her age group.

A HUGE THANK YOU to Nicole Savanello for all her hard work organizing this event. A great time was had by all and the proceeds from the race will be used to improve the play yards at the Adoption Center with a new water feature for the dogs to play in this summer.



# January 2024 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Unpermitted Construction Activity	1	0	9.6	7.0	1	0	0.0	0.0
Unsafe Structure	-	-	-	-	1	1	0.0	0.0
Abandoned Vehicle	3	3	1.1	4.7	1	0	1.8	0.0
Animal Control	1	1	0.0	0.7	3	2	6.8	0.9
General	2	0	5.9	0.0	3	2	1.0	6.2
Illegal Dumping	-	-	-	-	1	0	0.1	0.0
Tall Grass/Overgrown Landscaping	-	-	-	-	1	1	5.2	5.3
Outside Storage/Junk/Trash	4	3	0.0	1.5	-	-	-	-
Drainage Issues	1	0	0.0	0.0	-	-	-	-
Roadway Construction	-	-	-	-	1	0	0.0	0.0
Traffic Signal	-	-	-	-	3	0	0.0	0.0
Pothole	-	-	-	-	2	1	1.1	8
Street Light	1	0	1.2	0.0	1	1	0.9	0.9
Street Sign	-	-	-	-	3	2	0.7	3.8
Trash and Recycling	2	2	10.1	10.1	3	2	5.0	4.6
Trees	1	1	5.2	7.1	-	-	-	-
<b>TOTALS</b>	<b>16</b>	<b>10</b>	<b>6.1</b>	<b>4.7</b>	<b>31</b>	<b>18</b>	<b>2.4</b>	<b>3.7</b>

DTA - Days to Acknowledgement      DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts:  
<https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Districts-Map-2022>

- BUILDING DEPARTMENT
- COMMUNITY RESPONSE
- ENGINEERING DEPARTMENT
- PUBLIC WORKS



## Courageous Kids Shoe Donations

The Fort Pierce Police Department worked alongside Mustard Seed Ministries, Shoes From Susan and DSW Designer Shoe Warehouse to provide almost 90 pairs of shoes to our Courageous Kids participants and those who take advantage of our Resources In Community Hope (R.I.C.H.) House. We truly appreciate the generosity of those organizations coming together with us to make such a huge difference in young lives!

Our Courageous Kids program facilitates building positive relations between our youth, the community and law enforcement. The program is dedicated to helping

our children and youths gain confidence and become courageous in their decision-making. The weekly mentorship takes place every Tuesday from 4:30 p.m. to 6 p.m. at First Step Park, located at Avenue G and North 31st Street in Fort Pierce.

Our Resources In Community Hope (R.I.C.H.) House, located at 2304 Avenue I in Fort Pierce, promotes individual, family and community involvement and well-being through reading, as well as understanding media and technology. It also offers a safe haven to do homework, use computers and have fun.



## R.I.C.H. House Opening Event

On Thursday, February 15, 2024, the Fort Pierce Police Department held a highly successful open house event for the Resources In Community Hope (R.I.C.H.) House, located at 2304 Avenue I in Fort Pierce. Officers and civilian personnel thoroughly enjoyed spending quality time with some great children and local residents who are big supporters of the program.

The R.I.C.H. House promotes individual, family and community involvement and well-being through reading, as well as understanding media and technology. It also offers a safe haven to do homework, use computers and have fun!

The R.I.C.H. House is open Monday-Thursday from 8:15 a.m.-9:15 a.m. and Monday, Wednesday, and Thursday from 3 p.m.-6 p.m.

## MARCH LINE UP



ONES BEATLES TRIBUTE

MAR 1



MIKE DELGUIDE

MAR 2



THE BEACH BOYS

MAR 3



TOM'S ELTON TRIBUTE

MAR 6



SOLDIER STRONG TOUR

MAR 7



LITTLE RIVER BAND

MAR 8



DAVE MASON TRAFFIC JAM

MAR 9



PASSION OF THE CHRIST

MAR 10



GRAND KYIV BALLET - GISELLE

MAR 13



BEE GEES NOW

MAR 14



RANDY RAINBOW

MAR 15



THE ULTIMATE ROCK CONCERT

MAR 16



GET THE LEAD OUT

MAR 21



TONY BENNETT TRIBUTE CONCERT

MAR 26



THE DOO WOP PROJECT

MAR 29



SPACE ODDITY-DAVID BOWIE TRIBUTE

MAR 30

THE TREASURE COAST'S #1 DESTINATION FOR LIVE ENTERTAINMENT



SCAN FOR COMPLETE LIST OF SHOWS

WWW.SUNRISETHEATRE.COM  
117 SOUTH 2ND STREET  
HISTORIC DOWNTOWN FORT PIERCE



BOX OFFICE: 772.461.4775  
MON-SAT: 10 AM - 2PM



# Upcoming Events

- Every Wednesday - Green Market - Marina Square 12 pm-6:30 pm
- Every Saturday - Jazz Market - Marina Square 8 am-1 pm
- Every Saturday - Downtown Farmer's Market - Marina Square 8 am-12 pm
- 3/14/24 Street Dreams on the Treasure Coast Car Show - 2nd Street 6pm-9pm
- 3/16/24 Manatee Center 5K - Manatee Center 8am-11am
- 3/16/24 St. Patrick's Day on 2nd Street - 12pm-11pm
- 3/17/24 Waterside Blues with Jazz Society - Marina Square 1pm-5pm
- 3/21/24 Dancin in the Street with Jazz Society - Second Street 5pm-9pm
- 3/22/24 Brown Bag Jazz Weeek - Marina Square 11am-2pm
- 3/30/24 Zora Neale Hurston Festival - 809 N 9th Street 9am-4pm

## River Walk Center Sales Report January 2024

Classes	\$1,600.16
Park Permits	\$1,721.95
Special Events	\$2,025.00
Facility	\$8,306.12
<b>TOTAL</b>	<b>\$13,653.23</b>

## WELCOME NEW BUSINESSES

- |                                 |  |
|---------------------------------|--|
| CARAF OIL 3030 MARKET LLC       | WANDERLUST BOOK BOUTIQUE LLC             |
| DK INTERNATIONAL REALTY, INC.   | C&D LANDSCAPING                          |
| THE HOME DETECTIVE              | FLORIDA SOUTH COAST UNIVERSITY INC.      |
| M.R. GALARZA INC.               | CORNERSTONE CREATIVE ART STUDIO LLC      |
| RUEDA BUILES, OSWALDO           | COLDWELL BANKER PARADISE                 |
| MEDINA CARPENTRY INC.           | SOULSHINE WINDOW CLEANING                |
| XKLUSIVE AUTO SALES LLC         | OCEAN VILLAGE HOLDINGS, LLC              |
| DAVID TILE & FLOORING OF FL INC | COLDWELL BANKER PARADISE                 |
| COLDWELL BANKER PARADISE        | T. CHARLES SHAFER, ATTORNEY AT LAW. PLLC |
| ROBINSON, IVY & HUNSUCKER, GREY | GILLIAM'S TOWING & TRANSPORT INC         |
| FIRST NAILS SALON 2 LLC         | GILLIAM'S LANDSCAPING INC                |
| MAIN STREET EAST LLC            | EMS SAFETY & HEALTHCARE TRAINING         |
| COX CONTRACTING CO LLC          | CARING HANDS & HEARTS OUTREACH INC       |



[www.cityoffortpierce.com](http://www.cityoffortpierce.com) | 772.467.3000



## CITY OF FORT PIERCE MISSION STATEMENT:

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